



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4380984

The Registrar of Companies for England and Wales hereby certifies that

DERBY HOMES LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Birmingham, the 25th February 2002

Mrs C Howles.
C Howles (Mrs)

For The Registrar Of Companies



C O M P A N I E S H O U S E

DERBY HOMES LIMITED

COMPANY NUMBER 4380984

FIRST BOARD MEETING

Held on Thursday 28 February 2002

DRAFT MINUTES IN RELATION TO THE FORMALITIES TO BE DEALT WITH AT THE FIRST BOARD MEETING

The meeting started at [6pm]

1 Apologies and Quorum

Apologies had been received from .

It was noted that the Board was made up of the five Board Members who had signed the Form 10 submitted to Companies House. The quorum for the meeting was four Board Members and it was noted that a quorum was present.

2 Company Membership and Board Membership

2.1 Membership

The meeting was reminded that Derby City Council is the first (and only) Member of the Company having signed the Memorandum and Articles of Association submitted to Companies House.

2.2 First Board Members

It was noted that John Bloxsom, Amar Nath, Maurice Carden Burgess, Katherine Patricia Hill, Jonathan Paul Bayliss and Philip Hickson were also the first Board Members of the Company, having signed the necessary form, Form 10, submitted to Companies House.

2.3 Appointing Further Board Members

It was noted that further Board Members were to be admitted so that the Board would be made up of 15 Board Members:-

2.3.1 Five Council Board Members

2.3.2 Five Tenant Board Members

2.3.3 Five Independent Board Members

2.4 Council Board Members

It was noted that the First Council Board Members are [names] having signed the Form 10 submitted to Companies House.

2.5 Tenant Board Members

It was noted that [names] were appointed as the First Tenant Board Members under Articles 13 and 17. It was noted that DACP had decided that:-

2.5.1 [name] is the Tenant Board Member appointed by DACP;

2.5.2 [name] is the Tenant Board Member for the [name] area;

2.5.3 [name] is the Tenant Board Member for the [name] area;

2.5.4 [name] is the Tenant Board Member for the [name] area; and

2.5.5 [name] is the Tenant Board Member for the [name] area.

2.6 Independent Board Members

It was noted that [names] were appointed as Independent Board Members under Article 17 and that the Council had approved their appointment on .

2.7 Confirming Company Secretary

The Board was reminded that John Bloxsom had signed the paperwork to become the first Company Secretary.

It was noted that there was one vacancy for an Independent Board Member. The Board resolved .

3 Selection of Chair and Vice-Chair(s)

4 Declaration of Interests

4.1 The Board Members were reminded of their obligation to declare any interest they have in matters which may arise during Board meetings and of the need to follow the procedure set out in Article 29.

4.2 It was recommended that on appointment, Board Members complete a Declaration of Interest form in relation to any ongoing interests they may have and that they also regularly update it. It was noted that such a form had been sent to every Board Member and forms for the following Board members were returned:-

4.2.1

4.3 It was also recommended that Declarations of Interest be included as an item on the agenda at each Board meeting so that Board Members can remind fellow Board Members of any interests which he/she may have in regard to specific

items under discussion.

4.4 The [five] Council Board Members declared their interests in matters relating to Derby City Council. The [five] Tenant Board Members declared their interests as Tenants of Derby City Council.A

4.5 The Company Secretary was instructed to prepare a register of interests from the declarations made by Board Members and circulate a copy to all Board Members.

5 Incorporation of the Company

It was reported that Derby Homes Limited ("the Company") had been incorporated on 25 February 2002 under company registration number 4380984.

6 Memorandum and Articles of Association

It was noted that a copy of the Memorandum and Articles of Association had previously been distributed to each new Board Member and would also be kept with the company's records at its registered office.

7 Registered Office

It was noted that the registered office of the company was Second Floor, South Point, Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT, being the address on Form 10, submitted to Companies House. The Board was reminded that its stationery must include various information about the Company including the details of its registered office.

8 Statutory Books

The Statutory Books contain the key details about the Company, including those of its Member and Board Members. These must be kept at the registered office of the company. The Board Members were reminded of the legal obligations and the time constraints (15 days deadline) to file changes of any details at Companies House eg the details of new Board Members or the change of address of existing Board Members. Accordingly, any such changes should be reported to the Company Secretary as soon as possible. Details of the appointments made at this meeting will be reported to the Company Secretary who will then update the Statutory Books and be responsible for their safe keeping at the registered office.

9 Accounting Reference Date

As the Company was registered in February, its accounting reference date is currently 28 February, being the end of the month in which the Company was registered with Companies House.

IT WAS RESOLVED THAT the accounting reference date be changed to 31 March.

10 **Company Seal**

[IT WAS RESOLVED to adopt a company seal. The Company Secretary was instructed to purchase one.]

[It was agreed that a company seal would not be adopted at this stage.]

11 **Ratifying Decisions made prior to the Registration of the Company by the Shadow Board**

The Board was asked to study the minutes of the past Shadow Board meetings and to ratify decisions which had been made by the Shadow Board.

IT WAS RESOLVED THAT the Board ratify all of the decisions of the Shadow Board as recorded in the minutes of its shadow Board Meetings.

12 **Insurance Provision**

The Board was reminded about the importance of taking out appropriate insurance cover including Board Members indemnity insurance.

[continue with normal minutes]

CHAIR

Signed as true and accurate record of the meeting held on 28 February 2002.

Dated:

Our ref: PPFH (SSMR) D922 21001

Your ref:

25 February 2002

Dear

Re: First Board Meeting of Derby Homes Limited on 28 February 2002

I confirm that the new company, Derby Homes Limited, was registered today and its company registration number is 4380984.

As you know the first Board meeting of the new company is due to take place next Thursday, 28 February 2002.

The agenda for the meeting, together with accompanying reports for the main business of the meeting, are being sent to you direct by John Bloxsom.

However I enclose the following paperwork in connection with the establishment of the company:-

- a copy of the Memorandum and Articles of Association of Derby Homes Limited as submitted to Companies House;
- a copy of the Certificate of Incorporation of the company;
- a declaration of interest form;
- a form entitled "Board Member's Declaration of Acceptance of the Responsibilities of Being a Board Member"; and
- where relevant, a form 288A (if you are one of the people who signed the form 10, the form sent to Companies House registering the first Board Members, then you do not need to sign a form 288A and you should not have received one with this letter).

Copies of the Memorandum and Articles of Association and the Certificate of Incorporation are for you to keep in your records. The Board Member's acceptance of responsibilities form records that you have accepted the responsibilities of becoming a Board Member of the company. The form asks you to confirm that you are not disqualified from being a Director and you are asked to declare any connection you have with any local authority. You are also asked to make promises as regards your conduct as a Board Member.

The Declaration of Interest form asks you to state any interest you have in any matter which could be of relevance whilst you are a Board Member of the company. We have prepared this form to help you comply with the duty of Board Members under company law that you must declare any interest you have in company business. The information which you provide will be added to the Register of Interests in respect of the company. Please complete all of the questions. If you do not have any interests which relate to certain questions, please tick the "not applicable" box on the right. Any future interests may, and should, be declared at Board meetings and we recommend that you also inform the Company Secretary direct so that he/she may update the Register of Interests.

Those people who did not sign the paperwork which was sent to Companies House, need to complete form 288A to register their Board membership with Companies House. We have completed most of the details which you have sent us already. Please can you check that the forms are correct and sign and date at the place which is marked in pencil.

Please complete these forms and bring them with you to the Board meeting on the 28 February. If you cannot attend, please return them as soon as possible to John Bloxsom at Derby City Council.

I look forward to seeing you at the Board meeting on Thursday when I will guide the Board through the issues which must be dealt with about the setting up of the company.

Yours sincerely

Peter F Hubbard

jwe

Direct Line: 0121-212-7456

Departmental Fax: 0121-212-7439

email address: peter.hubbard@anthonvcollinssolicitors.com

encs: Memorandum and Articles of Association
Certificate of Incorporation
Declaration of Interest form
Declaration of acceptance of the duties
Where relevant, Form 288A

cc John Bloxsom
Andrew Thomas

ARMS LENGTH MANAGEMENT OF LOCAL AUTHORITY HOUSING

Approval under section 27 of the Housing Act 1985

1. Section 27 of the Housing Act 1985 (as amended in 1986, 1993 and 1996) states that:

"(1)A local housing authority may, with the approval of the Secretary of State, agree that another person shall exercise as agent of the authority in relation to-

- (a) such of the authority's houses as are specified in the agreement, and
- (b) any other land so specified which is held for a related purpose, such of the authority's management functions as are so specified."

The Secretary of State's approval can be given generally to all housing authorities or to specified authorities, in relation to a particular case or particular classes of case, and with or without conditions.

2. In considering applications from local housing authorities for approval under section 27 to enter into agreements with arms length companies for the exercise of some or all of their housing management functions, the Secretary of State for Transport, Local Government and the Regions will wish to be satisfied that authorities and their arms length companies:
 - (a) have complied and are likely to continue to comply with the key principles specified in the Department's April 2001 Guidance; and
 - (b) will deliver improved housing management services that are responsive to tenants' needs, offer good value for money, and make significant contributions to meeting the Government's decent homes targets.
3. To assist the Secretary of State in reaching decisions, authorities applying for approval under section 27 should complete the attached questionnaire and include it with their applications. All responses should include the key information requested but may, where appropriate, also refer to supporting details in relevant paragraphs of an authority's bid documentation provided the position remains as stated there. Some responses will need to be more detailed, reflecting further development of an authority's proposals since preparation bid.

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4. Whilst the Department is anxious to minimise the burden on authorities, it may need to seek supplementary information once it has considered the information provided in the questionnaire.

 5. Authorities planning to transfer responsibilities to an arms length company at the beginning of April 2002 should aim to submit their applications to the Department no later than 22 February. The Department is willing to consider draft applications pending their finalisation and agreement by the relevant Council Committee but will not be able to issue any approvals before receiving confirmation of such agreement. The Department will aim to announce decisions and, where appropriate, issue the necessary approvals by mid March. Authorities working to any other timetable should allow at least 3 weeks for Departmental consideration of their applications.

 6. Applications should be sent to:

Andrew Dack
Local Authority Housing Finance Division
Department of Transport, Local Government and the Regions
Zone 2/J4
Eland House
Bressenden Place
LONDON SW1E 5DU

Tel : 020 7944 3714
e-mail : Andrew.Dack@dtlr.gsi.gov.uk

Local Authority Housing Finance Division
DTLR
February 2002

ARMS LENGTH MANAGEMENT OF LOCAL AUTHORITY HOUSING

Application for the approval of the Secretary of State for Transport, Local Government and the Regions, under section 27 of the Housing Act 1985, to transfer housing management responsibilities to an Arms Length Management Organisation.

Local Housing Authority: Derby City Council

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Section 1: Housing stock

- Q1**
- a. Please state the number and type of dwellings to be managed by the ALMO, distinguishing between tenanted and leasehold properties.**
 - b. If the ALMO has a Group structure, please sub-divide this information by area. Should approval be granted, these will be regarded as "such of the authority's houses" as referred to in s.27(1)(a).**
 - c. Please also indicate how stock numbers are forecast to change over the period 2002-03 to 2005-06.**
- A1**
- a. Derby Homes will manage 15,320 HRA tenanted dwellings, as shown in Table 3 at Appendix A, and the leases of 332 dwellings.
 - b. The number and type of dwellings by area is shown in Table 4 at Appendix A and the number of leasehold dwellings by area is shown in Table 5 at Appendix A.
 - c. The projected reduction of stock numbers, arising from right to buy sales, is shown in Table 7 at Appendix A. There are no current demolition plans.

Q2 a. Please give the date of the most recent stock condition survey of these dwellings and a brief summary of its findings. This should include the number of tenanted dwellings for which the ALMO will be responsible that currently meet the decent homes standard as applied by the authority.

b. If the ALMO has a Group structure, please sub-divide this information by area.

Authorities should use the current definition of "decent homes" but should revise their data in line with the forthcoming revised definition once that is issued and inform the Department of the results.

A2 a. A stock Condition Survey was carried out on Derby City Council Stock during August and September 2001. The final report is dated December 2001.

The general description of the stock was, "*The Housing Stock is of mainly traditional construction consisting of low rise flats, bungalows and houses with a small number of pre-cast reinforced concrete (PRC) properties and one high rise block. The overall condition of the stock is comparable with other property of a similar age and construction.*"

The survey identified an investment backlog of £92m. This consists of a backlog of £76m in work required to bring the stock to the entire stock to the decent homes standard and £16m of repair work required on other items outside the decent homes standard, such as environmental work. If programmes of this value were undertaken in the period 2002-06, the repair backlog and the number of non-decent dwellings would be reduced to zero. The recent stock condition survey has shown that there are 7,622 non-decent dwellings throughout the housing stock. In addition, there are 6,707 potentially non-decent dwellings that will become non-decent within 5 years. Details of the reasons for non-decency are shown in Table 8 at Appendix A.

b. The recent Stock Condition Survey showed that of the 7,622 currently non-decent properties 4,785 are in the East Area and 2,837 are in the West Area. Of the 6,707 potentially non-decent dwellings 8,056 are in the East area and 6,273 are in the West Area. Details of the reasons for non-decency by are shown in Table 8 at Appendix A.

Q3 *Will the ALMO be responsible for any other land, including buildings? If so, please give brief details, both of any significant non-housing responsibilities on "HRA land" and any responsibilities not on such land.*

A3 Derby Homes will be responsible for the management and maintenance of HRA assets such as other land and buildings, some of which will be carried out with other departments providing the necessary support services to Derby Homes. These assets summarised in Table 6 at Appendix A and set out in detail in Schedule 3 of the Services Agreement and associated support services in Schedule 9. It is not intended that any General Fund assets be managed by Derby Homes, other than the Mobile Home Park.

Section 2: Delegation of functions

- Q4**
- a. *Please list the housing management functions to be delegated to the ALMO.*
 - b. *Do these include all the housing management functions listed in paragraph 3.2 of the Department's Guidance of April 2001 as likely to be appropriate to an ALMO?*
- A4**
- a. The responsibilities it is proposed to delegate to Derby Homes are attached at Appendix B.
 - b. These include all the functions listed in paragraph 3.2 of the DTLR's Guidance of April 2001.
- Q5**
- a. *Are any functions or responsibilities that are not housing management ones being delegated or transferred to the ALMO, including any of those listed in paragraph 3.3 of the Department's Guidance as likely to be more appropriate for the local authority to retain? If so, please give details, including an indication of how it is proposed that these will be managed without detriment to the ALMO's delivery of its housing management responsibilities. The functions listed in reply to Questions 4 and 5 will be those taken into account by the Secretary of State when determining the s.27 application. But please note that approvals under s.27 can cover housing management functions only. Authorities must apply separately for any approvals necessary to delegate or transfer other functions.*
- A5**
- a. The only non-HRA function will be the management of the Mobile Homes Park which is managed as an integral part of the Housing Management Service.

Section 3: The Council's future role

- Q6 a. Please describe the key elements of the arrangements that the Council will operate to discharge its strategic housing role, including arrangements to ensure that this role is adequately resourced. Please include the arrangements for the Council to discharge its responsibilities under its agreement with the ALMO and the Council's role in monitoring the ALMO's performance.**
- b. Please also state whether the Council or the ALMO will be responsible for HRA Business Planning and accounting.**

- A6 a. Please refer to section 2 of the application for a pre-allocation of resources. The Services Agreement between the Council and Derby Homes appoints the Council's Chief Executive as the Council's Representative for the purposes of this contract. He will also represent the Council at any general meetings of Derby Homes. The housing services not included in the responsibilities delegated to Derby Homes will be managed within a discrete section of the Policy Directorate of the Chief Executive's Department. The housing service will be led by an Assistant Director, reporting to the new Director of Policy who will head the Policy Directorate. This will put the strategic housing role right at the heart of corporate policy decisions and will ensure the integration of housing policy with other corporate strategies. The Assistant Director will be supported by the Strategy and Development Manager and his team, who will monitor the progress of Derby Homes, develop its relationship with the Housing Strategy and fulfil a 'client' function. Derby has, since submission of our bid, again been assessed, through HIP 2001, as "well above average" and will develop and sustain a close fit between the work of Derby Homes and the Housing Strategy together with and wide corporate and partnership strategies.

Please refer to the attached structure chart at Appendix C showing the organisational structure in which the retained housing service will operate.

- b. HRA accounting will be carried out by the City Council's Director of Finance. In compiling the HRA Business Plan, the financial model will be completed by the City Council's Director of Finance and the commentary will be prepared by Derby Homes for submission to the City Council's Chief Executive. This will be based upon the Derby Homes Delivery Plan.

Q7 *Please give details of any controls that the Council proposes to retain over decisions to be taken by the ALMO.*

A7 The Council will require Derby Homes to provide services in accordance with the Services Agreement. This provides for an annual review together with quarterly and monthly progress meetings. These will be used to share information and confirm progress against the targets and standards set for Derby Homes. If Derby Homes is in default the Council may serve notice that it requires necessary improvements to be achieved. Powers exist within the Services Agreement that would enable the Council, in defined circumstances, to partly or wholly terminate the contract and assume management of the services concerned directly or arrange these through a third party. These powers provide necessary safeguards for the Council but will not be exercised in an arbitrary or unreasonable manner. The Board of Derby Homes will determine policy matters in fulfilment of the terms of the Services Agreement. The Council will not use its position as sole member of the company to determine matters that are the responsibility of the board. It will, however, ensure proper stewardship of its housing assets by Derby Homes through a partnership approach.

Q8 *Please summarise the Council's current position on:*

- a. rent restructuring and,*
- b. lettings policy.*

A8 a. Please refer to Section 18 of the application for a pre-allocation of resources for information on rent restructuring.

Since the bid was submitted further modelling has been undertaken showing that, using the rent restructuring formula, rents will need to rise from the current average of £41.71 to an average target rent of £46.03 (10.36% increase). In producing these figures service charges have now been identified and separated from rent. Consultation with tenants has begun. Derby sets its annual rent review in September so detailed consultation around the options available will take place in the spring and early summer. The outcome of this consultation will be reflected in a rent plan showing how it is intended to move towards target rent levels by 2011 commencing with the forthcoming annual rent review. Details of the modelling to date are attached at Appendix J.

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- b. Please refer to Section 19 of the application for a pre-allocation of resources for information on lettings policy. Derby Homefinder, a choice based lettings pilot project, was launched on 13 February 2002. Details of the project are attached at Appendix D.

Section 4: Best Value Reviews and Inspections

Q9 *Please give the dates, scope and a brief summary of the findings of any Best Value reviews undertaken by the Council or Inspections undertaken by the Housing Inspectorate of any or all of the Council's housing management service.*

A9 The Front Line Housing and Sustainable Estates Best Value Review has been carried out from January 2001 – January 2002. The Improvement Action Plan for this review forms part of the appendices to the Derby Homes Delivery Plan. The Housing Inspection has been set for a 2-week period from 11 March 2002 and a follow up inspection to be agreed for sometime in September/October 2002. An inspection covering the Council's Housing Option Centre, which carries out homelessness assessments and manages applications for housing, was carried out in 2001 resulting in a 3* and will improve assessment. It is not proposed to delegate this service to Derby Homes. It should, however, be noted that nationally it is often located within council housing management services.

Q10 *Please give the date, scope and any available further information about any Best Value reviews or Inspections covering the organisation, functions and operation of the ALMO and its links with the Council that are planned. For Inspections, please indicate if a definite timetable has been agreed with the Inspectorate. Note that the Department will regard the publication date of an Inspection Report awarding at least a 2* and "promising prospects for improvement" rating as the qualifying date for eligibility for the additional HRA subsidy resources for Round 1 authorities.*

A10 The Planned and Programmed Repairs review will begin in April 2002 through to September 2002. The Housing Inspectors will examine this area at the follow up inspection in September/October 2002. The Sheltered Housing Service will be reviewed in 2004-5 as part of a cross cutting Best Value Review of elderly persons services helping elderly people stay at home. Housing inspectors have received a copy of a recent internal review of the sheltered housing service and have agreed that they do not need a full Best Value Review of this service in order to carry out a sufficiently broad inspection of the Derby Homes.

Section 5: Tenant issues

- Q11 a. Please summarise how tenants and leaseholders of dwellings for which the ALMO will be responsible have been consulted about the ALMO proposals.**
- b. Please state what the Council has done to establish whether the majority of tenants and leaseholders fully appreciate the implications of these proposals, including the requirement for at least a 2* and "promising prospects for improvement" rating from the Inspectorate for Round 1 authorities to qualify for additional resources?**
- A11 a. Throughout the process of setting up Derby Homes we have consulted with tenants and leaseholders to establish their feelings on the proposals. We have done this by various methods. These include
1. **Regular tenants newsletters** have been issued giving up to date information on the proposals. In June 2001 we enclosed a pre-paid reply card asking tenants if they were in favour of us setting up an ALMO. A total of 708 responses (a 4.5% return) were received from tenants and leaseholders of which 539 (76%) favoured the arms length option.
 2. **Customer Panel Meetings** – The Derby Homes Project Team visited all Customer Panels throughout the city on at least two occasions giving presentations on the proposal and receiving views on these from tenants.
 3. **Tenants Ballot** – An independent ballot was conducted by the Electoral Reform Ballot Services of all tenants and leaseholder to see if they were in favour of the management of their homes by Derby Homes. An official return from Electoral Reform Ballot Services is attached at Appendix E
 4. **Prospectus** – A summary document was issued to all tenants with the ballot form giving details about the Council's proposal. In addition a more in depth 12 page prospectus was produced and sent to all tenant representatives and was available to individual tenants on request. These are attached at Appendix K and Appendix L

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5. **Local Radio** – A number of updates on the progress of Derby Homes were given on the local radio station, Radio Derby, which included giving people information about the six show homes that were opened.
 6. **Local Press** – Regular articles were placed in the Derby Evening Telegraph giving information on the proposals giving details of who they can contact to obtain further information.
 7. **Show Homes** – Six properties that have had extensive improvements carried out were opened throughout the city so tenants were able to visit one in their area. This enabled tenants to see the kinds of work Derby Homes would hope to carry out. These show homes were advertised on local radio and in the local press. A free mini-bus service was also offered to tenants who needed transport to get to the show homes.
 8. **Independent Tenants Adviser** – An Independent Tenants Adviser was selected by tenants and leaseholders. The provider chosen was PEP Midlands. They provided information to tenants and leaseholders through 2 newsletters and through visiting Customer Panels throughout the city. Their free phone number was given to tenants and they were encouraged to contact them if they wanted independent impartial advice. The Independent Tenants Adviser was also consulted in the preparation of material issued to tenants. They will continue after April 2002 to provide support to enable tenants to look at consultation and other arrangements consequent upon the establishment of Derby Homes. Copies of the newsletters issued by the City Council and the Independent Tenants Advisor are submitted with this application.

Table 1 Timetable of Tenant Consultation undertaken on Derby's Stock Options

• Initial discussion of the DETR Consultation Paper on ALHM	Jan 2001
• Consultation on proposal to commission, Option Appraisal Study	Feb 2001
• City Housing News Special Edition distributed to all tenants	Mar 2001
• Interview with DACP as part of consultants study	Apr 2001
• DACP General Meeting debates and votes on all the options – overwhelming support for ALHM	Apr 2001
• HACAS Chapman Hendy present findings to a city-wide meeting of Panel representatives who vote overwhelmingly to support ALHM	May 2001
• HACAS Chapman Hendy present findings to seminar, open to all tenants or leaseholders	Jun 2001
• Second City Housing News Special distributed outlining the options and enclosing a pre-paid reply card for comments	Jun 2001
• In-house Stock Options Projects Team attends meetings of all 25 local Community Panels and the Derby Leaseholders Forum.	May-Jun 2001
• Returned comments received from almost 5% tenants showing 76% support the arms length options	30 Jun 2001
• DACP and the City Council agree to form a Shadow Board and jointly recruit independent members	Jul 2001
• City Council decides to establish an arms length organisation and support the appointment of independent advisors to tenants and the Shadow Board.	Jul 2001
• Expression of interest submitted to government	Jul 2001
• Initial Bid for Resources submitted following consultation on the bid document	Sep 2001
• Tenant Representatives appointed to Shadow Board	Sep 2001
• Derby Homes Project Team attend meetings of all 25 local Community Panels and the Derby Leaseholder Forum to give an update on proposals	Sep - Dec 2001
• DETR issues conditional allocation	Nov 2001
• Third City Housing News Special distributed giving update on Derby Homes	Dec 2001
• Consultation on Derby Homes Memorandum and Articles	Dec 2001
• Prospectus issued and tenant and leaseholder ballots conducted	Jan-Feb 2002
• Application for consent to delegate responsibilities submitted	Feb 2002

b. Throughout this process tenants have been made fully aware of the importance of gaining a minimum of 2* and 'likely to improve' rating from the Inspectorate. Attention is drawn to the following references

1. ***"The Government will only give is the extra money if we set up the 'arms length organisation' and prove ourselves to be an excellent and improving organisation"*** – Housing News Extra sent to all tenants and leaseholders, March 2001.
2. ***"To get extra cash Derby Homes will have to show Government prospectus that it provides good services that will get better"*** – Changes Ahead for Derby Homes Newsletter to all tenants and leaseholders, December 2001.
3. ***"The exact amount allocated to Derby Homes will depend on how well the Council performs in a Government inspection, due in March 2002. The service will have to achieve the top, three star rating, good services that will get even better, to get the full £31.1 million"*** – Derby Evening Telegraph, 29 November 2001.
4. ***"Derby Homes would consult with tenants in each area on the work it is proposed to carry out. It would have to show Government inspectors that it meets their standards by September 2002"*** – Derby Homes Full Prospectus, January 2002.
5. ***"The Government will release the money it has promised to Derby Homes if tenants support the proposal and if it passes an inspection of its services"*** – PEP Newsletter delivered to all tenants and leaseholders, January 2002.
6. ***"If tenants vote yes, Derby Homes will be set up and carry out the planned repairs an improvements. This extra work will start in January 2003 if the vote is yes and if Derby Homes passes a government inspection of its services"*** – Derby Evening Telegraph, 16 January 2002.

7. ***To obtain the extra cash allocated to Derby Homes will need to perform well in a two-stage inspection by the Audit Commission. Inspectors will carry out the first inspection in March this year. A follow up inspection is expected in September 2002 to see how Derby Homes has been running*** – Derby Evening Telegraph, 12 February 2002.

Q12 ***Please state what evidence the Council has of tenants support for its ALMO proposals.***

A12 An independent ballot of tenants and leaseholders was conducted by Electoral Reform Ballot Services asking whether tenants and leaseholders were in favour of the management of their homes by Derby Homes. The results showed that tenants and leaseholders are in favour of Derby Homes managing their homes.

The results were as follows:

1. Tenants
18,994 ballot papers were issued
9,127 (48.1%) valid ballot papers were returned
8,048 (88.2% of those returned) were in favour
1,079 (11.8% of those returned) were against.
2. Leaseholders
419 ballot papers were issued
164 (39.1%) valid ballot papers were returned
142 (86.6% of those returned) were in favour
22 (13.4% of those returned) were against.

Please see Electoral Reform Ballot Services official return at Appendix E.

Q13 ***Are there any Tenant Management Organisations responsible for managing any of the properties for which the ALMO will be responsible? If so, please describe the intended relationship between the TMO and the ALMO and give details of any Best Value reviews or inspections of the TMO which have been undertaken or are planned.***

A13 There are no Tenant Management Organisations of Derby City Council tenants. There have been three feasibility studies carried out over the last ten years by independent bodies each of which has resulted in tenants deciding not to pursue this option.

Section 6: The ALMO Board

Q14 *What is the proposed composition of the ALMO Board in terms of the numbers of Council, tenant and independent members?*

A14 15 in total, consisting of 5 appointed by the City Council, 5 elected tenant members and 5 independent members.

Q15 a. *How and by whom are the Council, tenant and independent members of the ALMO Board chosen? And how long is their initial term of appointment?*

The Department will expect the Board to be substantially in place before s.27 approval is given as this is approval to delegate responsibilities to an organisation that is ready to start work.

b. *Accordingly, please give brief details of the Board members chosen to date and the timetable for filling any remaining vacancies.*

c. *Please also state how the appointment process ensures that the independent members include people with relevant experience – see paragraph 2.5 of the Department's April 2001 Guidance.*

A15 a. The members of the board appointed by the City Council were chosen by the Council on a politically balanced basis. These appointments are likely to be reviewed following the full Council election taking place on new ward boundaries in May 2002. The length of the term of Council members is within its gift.

Tenant members were elected at a General Meeting of the Derby Association of Community Partners. This was attended by representatives of the 25 Community and Customer Panels that operate in the city. 12 candidates stood for election following a hustings. These candidates had responded to a public notice asking interested tenants and leaseholders to come forward. These members have since been confirmed as the first members of the Derby Homes board of directors.

The tenant members will, at the direct request of the tenant movement, all be subject to reappoint before the first AGM of the company that is no later than May 2003. The Derby Association of Community Partners (DACP) will designate 4 of the 5 tenant members as deemed to represent a specific area and the fifth as being deemed to be nominated by the DACP. All 4 members deemed to represent areas would be subject to a direct election amongst all tenants and leaseholders in that area prior to the first AGM. The member appointed by DACP will be confirmed thereafter. Following the first AGM, tenant members will then retire by rotation with the order being determined by the drawing of lots. The period served before re-election or reappointment will then be three years.

- b. The full Shadow Board of 15 members first met in October 2001 and has met regularly thereafter. The independent members are all persons selected for the professional skills they bring to the board, with most having a local connection by working or living in or near Derby. They are:
1. Martin Latham is a Building Society Manager who is currently Head of Community Development with the Derbyshire Building Society. He is a Bachelor in Laws (LLB) and a Fellow of the Chartered Institute of Bankers.
 2. Iain McDonald is a Management Consultant and Chartered Surveyor. He has served as Chief Executive of Belfast City Council and Director of Property for Leicestershire County Council. He is a Fellow of the Royal Institute of Chartered Surveyors, Member of the Institute of Management and Member of the Institute of Revenues, Ratings and Valuation.
 3. Bob Osler is a Management Consultant with 13 years experience in retail management to senior management level and 19 years experience in textile manufacturing and importing to Managing Director level.
 4. Afzal Shabir is a Building Surveyor holding a BSc (Hons) in Building Surveying. He is a member of the Association of Building Engineers and the Royal Institute of Chartered Surveyors. He has worked for Tum Tum Housing Association and Hallmark Community Housing Association.
 5. The fifth Independent Member, Martin Musgrave has recently withdrawn following his appointment as Chief Executive of Erewash Housing. This vacancy will be filled in the near future.

-
- c. The Council and tenant members held their first meeting in September 2001. A skills audit was conducted amongst these members and compared to an agreed person specification that was applied to the 13 applications received for independent membership, following a public notice. The existing Shadow Board members then drew up a shortlist in order to fill gaps in the skills, knowledge and expertise on the board. Short-listed applicants were interviewed and 5 persons recommended and approved to join the Shadow Board. These members have since been confirmed as the first members of the Derby Homes board of directors. Similar processes will be used in the future when the board will recruit and recommend to the Council the names of independent members as these appointments need to be made.

Q16 *Please describe what arrangements have been or are being devised to identify and handle any potential conflicts of interest for ALMO Board members.*

A16 All members of the Board are, following incorporation of Derby Homes Limited, currently completing the necessary declarations of interests incumbent upon the company directors. From these a register of interest will be maintained. Procedures for the declaration of interests will be agreed by members of the board at the first meeting of Derby Homes Limited on 28 February 2002. It is proposed that where any conflict of interest exists the members concerned will declare that interest and neither speak nor vote on the matter but may, with the permission of the Chair remain present. In the event that the person concerned were to be chair of the board they would vacate the chair during this matter of business. In order to reduce the frequency of potential conflicts of interests it is not envisaged that, following the full City Council elections to be held in May 2002, that either the lead Executive or Scrutiny Member with direct responsibility for housing will chair the board of Derby Homes.

Q17 *Please state what training has been or will be arranged for ALMO Board members.*

A17

A training Programme for Board Members is being devised to give Board Members and senior managers information about their respective rôles and responsibilities and the chance to meet and exchange views on the working of Derby Homes. Topics for training will include

1. legal issues, agreement with the Council, standing orders
2. personnel issues, trade union consultation, formation of appeals sub committee
3. financial issues, regulations, accounts and audit arrangements
4. capital programme and delivery plan
5. day to day housing management services
6. consultation processes.

Training will be provided by a range of methods including

1. presentations of relevant documents, such as Tenants Handbook, Best Value Review report
2. one day events
3. short sessions of 4-7pm or 6-8pm
4. attendance at relevant external conferences or training sessions such as the Board Members conference being planned for May 2002 in conjunction with Choice For Housing.

Section 7: Group structure

- Q18**
- a. If the ALMO has a group structure, please describe this?
 - b. In particular, please describe the status of the Area Boards and give the information requested in Questions 14 and 15 for each of them.
 - c. Please also state which housing management responsibilities are to be delegated to these Boards and which retained by the parent Board.
- A18**
- a. Derby Homes will establish two Area Boards during the first year of its operation. Initially these will operate on a shadow basis as the necessary recruitment, induction and support of members takes place.
 - b. The status and powers of the Area Boards are set out in the draft terms of reference attached at Appendix F. This includes information on their status, membership and methods of appointment and election. It also sets out a timetable for the recruitment of Area Boards members and for progress towards delegation of responsibilities.
 - c. The main board of Derby Homes will take all other decisions, in particular financial, procurement, service delivery and employment decisions that relate to the whole organisation.

Section 8: Documentation

Q19 *Please state whether the agreement between the Council and the ALMO and the ALMO's Memorandum and Articles of Association are based on those devised by the Template Group. Please specify any significant variations made to these documents. If other documentation has been used, please enclose a copy.*

A19 Please see attached documentation at Appendix G and Appendix H from Anthony Collins Solicitors.

Q20 *What is the initial duration of the agreement between the Council and the ALMO? And what provisions does the agreement include for renewal?*

A20 The initial period is for five years from April 2002. The agreement is renewable by the Council for a further five years.

Q21 *Please enclose a copy of the Delivery Plan for the ALMO's work. Insofar as this Plan has been prepared by the Council, pending further input by the ALMO as it becomes operational, the Department will expect this Plan to focus on specifying the output and performance targets for the ALMO rather than the means for achieving these.*

A21 Enclosed at Appendix M.

Section 9: Staff issues

Q22 *How many staff will initially work for the ALMO? Will these all be staff transferring from the Council? Please state how many of its staff will be directly employed by the ALMO and how many will be on other terms (e.g. secondment). Please state the reason for and expected duration of any terms other than direct employment.*

A22 340 staff will be transferred to Derby Homes all of whom will be in direct employment.

Q23 *Will staff transferring from Council to ALMO employment do so under TUPE, with their employment rights protected? If the transfer is not under TUPE, how will these rights be protected?*

A23 Yes, staff will transfer under TUPE with all existing terms and conditions protected, including pension rights.

Q24 *How will the future pay, terms and conditions of ALMO staff be determined? In particular, please indicate whether any of those terms and conditions will be linked to those of the Council. Please also confirm that the terms and conditions for new staff recruited by the ALMO will be comparable to those of employees transferred from the Council.*

A24 Derby Homes will consult and negotiate with recognise trade unions through the Derby Homes Joint Consultative Committee. The Shadow Board approved the constitution of this body and has made a series of decisions of personnel matters that protect the terms and conditions of staff. The Council's Corporate Personnel function will provide services to officers and members of Derby Homes and its Personnel Officer in particular.

The Services Agreement Clause 58 provides that Derby Homes will consult and negotiate with and recognise trade unions. Clause 56 provides that it shall employ staff on terms and conditions of employment that are equivalent to those of staff employed by the Council. Both staff transferred to Derby Homes and those engaged by Derby Homes directly will be employed on comparable terms and conditions. The Shadow Board of Derby Homes made a series of decisions on these matters at its meeting on 31 January 2002 which approved all the recommendations in the paper attached at Appendix I. Under these arrangements Derby Homes will maintain linkages to national wage awards and national conditions of service.

Section 10: Future plans and the decent homes target

Q25 *Taking account of the Department's proposals for paying subsidy and issuing Supplementary Credit Approvals, please give the latest forecasts of expenditure for 2002-03 and 2003-04, identifying separately revenue and capital expenditure to be met from the pre-allocated resources, on the assumption that the authority achieves 3* and "promising prospects for improvement" rating from the Inspectorate in 2002-03 (or by 2003-04 for potential Round 2 authorities).*

A25

£m	2002-03	2003-04	Total
Capital	6.2	24.9	31.1
Subsidy	0.8	3.1	3.9
Additional Borrowing Costs	0.2	1.3	1.5
Revenue Surplus	0.6	1.8	2.4
Total additional resources	6.8	26.7	33.5

Q26

Bearing in mind that the availability of resources beyond 2003-04 is subject to the outcome of the Government's 2002 Spending Review, please also indicate the forecast expenditure profile of the planned additional ALMO resources for 2004-05 and 2005-06 on the same basis.

A26

£m	2004-05	2005-06	Total
Capital	24.9	24.9	49.8
Subsidy	8.1	8.1	16.2
Additional Borrowing Costs	3.3	5.4	8.7
Revenue Surplus	4.8	2.7	7.5
Total additional resources	29.7	27.6	57.3

Q27 On the basis of these expenditure profiles, please indicate the expected net progress in increasing the number of dwellings cited in the answer to Question 2 that meet the decent homes target. If possible, please give this information for each of the years from 2002-03 to 2005-06. The Department recognises that this information can only be approximate, particularly for later years, and will need to be updated once the revised definition of "decent homes" is issued.

A27

		Table 2 Non-Decent dwellings improved				
		Total	2002-03	2003-04	2004-05	2005-06
Using existing resources		2,407	593	600	600	614
Using additional arms length resources		11,922	915	3,669	3,669	3,669
Total number of dwellings brought up to the decent homes standard		14,329	1,508	4,269	4,269	4,283
Consisting of	currently non-decent	7,622	993	2,205	2,205	2,219
	potentially non-decent	6,707	515	2,064	2,064	2,064

Section 11: Any other information

Q28 *Please give any further information that the Council considers relevant to and/or which may assist the Secretary of State in his consideration of the Council's application for his approval under s.27. Failure to provide information that might be relevant to his decision may result in your authority's application and pre-allocation being reviewed.*

A28 Staff expected to transfer to Derby Homes are being relocated to separate premises away from the Council House. This move will be completed by 4 March 2002. The feasibility study referred to in paragraph 12.5 of the application for a pre-allocation of resources showed that a move to Village School was not practical. The Council has consequently taken a 5-year lease on office accommodation and will assign this lease to Derby Homes. Please note that our address is now as below, although phone, fax and e-mail details remain unchanged.

The Department reserves the right to seek supplementary information from authorities in the light of their responses to the above questions.

Completed by: Alex Dixon

Contact name and details for any queries: John Bloxsom
Housing Regeneration Manager
Derby City Council Housing Services
Floor 2
South Point
Cardinal Square
DERBY
DE1 3QT
01332 256181
<mailto:john.bloxsom@derby.gov.uk>

Date : 22 February 2002

Appendix A Housing Stock

Table 3 Housing Stock					
	Pre 1945	1945-64	1965-74	Post 1974	All Ages
Houses and Bungalows					
<i>Traditional (masonry or timber structure)</i>					
1-2 Bedroom houses/bungalows	1,236	1,112	187	222	2,757
3 or more bedroom houses/bungalows	3,474	1,366	338	414	5,592
<i>Non-Traditional (concrete or metal structure)</i>					
All houses/bungalows	388	1,704	146	1	2,239
Flats and Maisonettes					
<i>Traditional (masonry or timber structure)</i>					
Low rise (1-2 storey)	85	247	647	2,211	3,190
Medium rise (3-5 storey)	45	175	541	295	1,056
<i>Non-Traditional (concrete or metal structure)</i>					
Low rise (1-2 storey)	0	80	41	0	121
Medium rise (3-5 storey)	0	74	205	0	279
High rise (6+ storeys)	0	0	86	0	86
All Dwellings	5,228	4,758	2,191	3,119	15,320

Table 4 Dwelling Types by Areas								
	WEST - 6,770 PROPERTIES							
	Austin	Brook St	Littleover	Mackworth	New Sinfyn	Old Sinfyn	Stockbrook St	
1 bedroomed house	1	0	0	0	0	0	0	5
2 bedroomed house	167	34	92	277	51	131	169	
3 bedroomed house	648	163	202	521	173	260	458	
4 bedroomed house	8	0	1	2	2	2	9	
5 bedroomed house	0	0	0	0	0	0	0	
6 bedroomed house	0	0	0	0	0	0	0	
2 bedroomed maisonette	0	0	0	0	0	0	0	
3 bedroomed maisonette	18	18	3	18	0	0	0	
1 bedroomed bungalow	36	10	77	160	3	0	11	
2 bedroomed bungalow	79	8	20	28	0	0	2	
3 bedroomed bungalow	0	0	0	0	0	0	3	
Bedsit flat	0	85	11	0	0	3	29	
1 bedroomed flat	212	591	85	109	193	53	699	
2 bedroomed flat	7	208	13	127	14	3	458	
3 bedroomed flat	0	0	1	0	3	0	15	
TOTAL	1,157	1,117	505	1,242	440	451	1,858	
	EAST - 8,550 PROPERTIES							
	Allenton	Alvaston	Chadd Park	Chellaston	Cowsley	Osmaston	Spondon	Sussex Circus
1 bedroomed house	0	8	0	0	21	0	0	40
2 bedroomed house	215	186	120	12	162	88	8	471
3 bedroomed house	728	619	400	184	546	1,042	288	661
4 bedroomed house	5	10	13	8	22	0	2	53
5 bedroomed house	0	1	0	0	0	0	0	2
6 bedroomed house	0	0	0	0	1	0	0	0
2 bedroomed maisonette	7	33	0	0	0	0	55	0
3 bedroomed maisonette	4	9	0	0	0	0	8	0
1 bedroomed bungalow	134	132	95	10	99	0	59	149
2 bedroomed bungalow	15	25	22	13	0	0	54	2
3 bedroomed bungalow	65	2	0	0	0	0	24	1
Bedsit flat	20	5	0	0	0	0	6	0
1 bedroomed flat	44	318	78	282	91	76	47	104
2 bedroomed flat	51	40	280	43	114	1	44	13
3 bedroomed flat	4	1	0	1	0	0	0	0
TOTAL	1,271	1,364	1,008	552	1,056	1,207	595	1,497

Table 5 Leasehold Dwellings by Areas								
	WEST - 229 PROPERTIES							
	Austin	Brook St	Littleover	Mackworth	New Sinfen	Old Sinfen	Stockbrook St	
Flat	7	62	7	10	6	4	121	
Maisonette	0	9	3	0	0	0	0	
TOTAL	7	71	10	10	6	4	121	
	EAST - 103 PROPERTIES							
	Allenton	Alvaston	Chadd Park	Chellaston	Cowsley	Osmaston	Spondon	Sussex Circus
Flat	5	13	28	24	10	5	14	2
Maisonette	1	1	0	0	0	0	0	0
TOTAL	6	14	28	24	10	5	14	2

Table 6 Other HRA Assets
15 Local Housing Offices
12 shop units let on long leases
39 shop units let on short leases
332 dwellings sold on long leases (<i>mainly flats/maisonettes leased to former tenants under RTB(as shown in Table 5 above)</i>)
52 dwellings sold on short leases (<i>mainly semi-detached and terraced dwellings leased to housing associations</i>)
2 dwellings leased to the authority
36 shared ownership dwellings determined as the total of shares in local authority ownership
Associated land (<i>for example open spaces, communal areas, footpaths, highways</i>)
Associated vehicles, plant and equipment

Table 7 Assumed Stock Numbers 2002-2006							
		Number of Units Based on Mid Point for Each Year			Sales During Year		
Year	Date	Tenanted	Leasehold	Total	Tenanted	Leasehold	Total
1	2002-03	15,171	332	15,503	200	12	212
2	2003-04	14,971	344	15,315	200	12	212
3	2004-05	14,771	356	15,127	200	12	212
4	2005-06	14,574	368	14,942	197	12	209

Table 8 Number of Failures Causing Non-Decency					
Reason for non-decency	Description of defect	Current		Other potential failures in 5 years	
		East	West	East	West
Unfit	not structurally stable	133	29	133	29
	not free from disrepair	164	53	164	53
	not free from damp	277	12	277	12
	inadequate lighting, heating and ventilation	1003	366	1003	366
	inadequate wholesome water	17	37	17	37
	unsatisfactory provision for food preparation	269	126	269	126
	unsuitable WC and washing facilities	48	60	48	60
	ineffective drainage	285	118	285	118
Old and in poor condition	one major element failed	3841	2311	7206	5682
	two or more minor elements failed	376	266	292	165
Lacks modern facilities	modern kitchen	2816	2362	4365	3483
	kitchen with adequate space and layout	354	230	354	230
	modern bathroom	1966	1201	2985	1938
	appropriately located bathroom	98	79	98	79
	adequate noise insulation	218	162	218	162
	adequate size and layout of common areas	21	68	21	68
Not providing a reasonable degree of thermal comfort		3352	2504	3352	2504

Appendix B Delegation of Functions

Housing management responsibilities to be delegated to Derby Homes

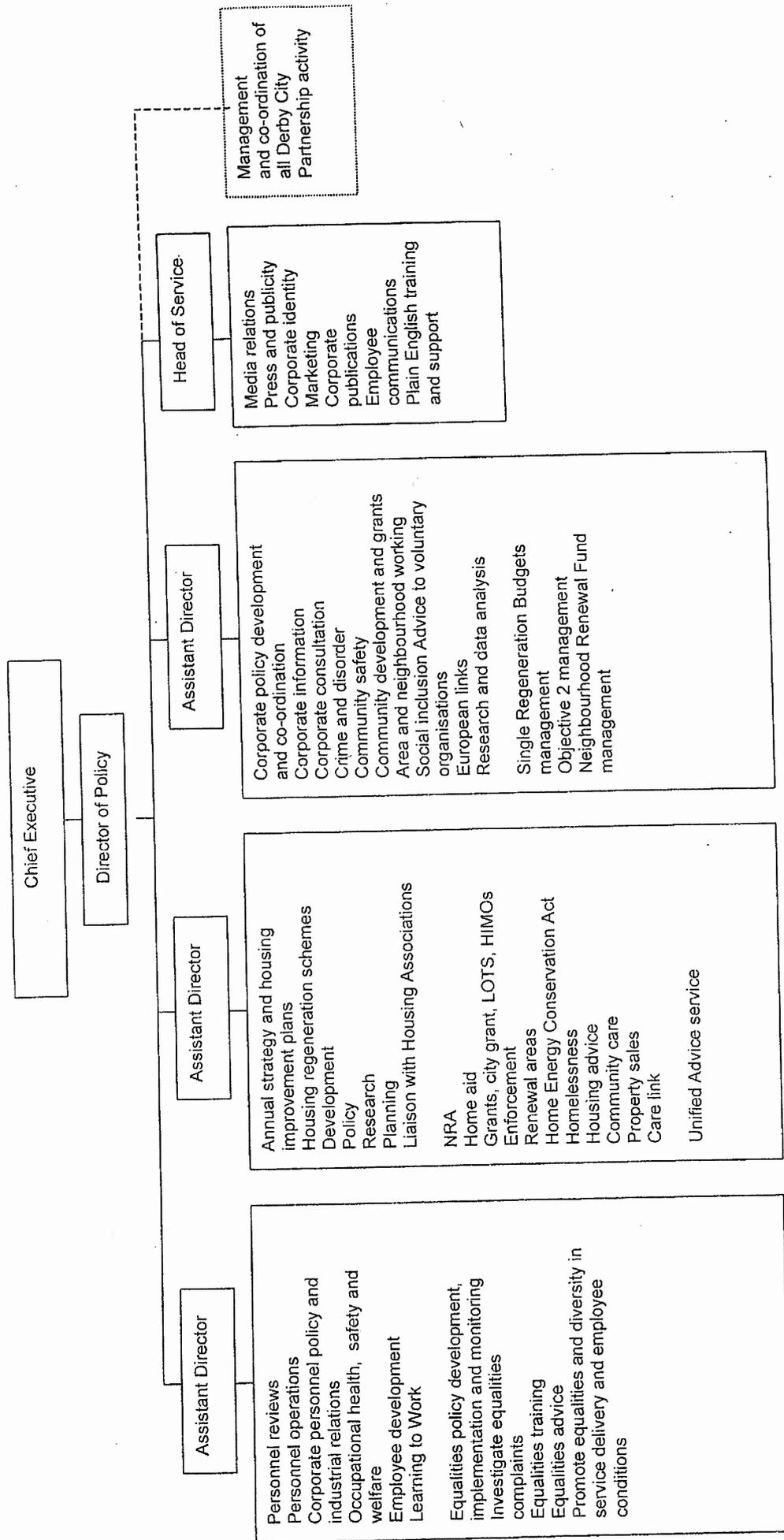
1. Service Delivery

- 1.1. New tenancies
 - 1.1.1. Making best use of housing stock to reduce under occupation
 - 1.1.2. Selection of tenants for vacant properties
 - 1.1.3. Notification to and signing of new tenants
 - 1.1.4. Transfer waiting list management
 - 1.1.5. Granting of new tenancies
 - 1.1.6. Successions
 - 1.1.7. Mutual Exchange management
 - 1.1.8. Advertising of Council tenancies and associated services
- 1.2. Responsive Repairs and Maintenance
 - 1.2.1. Arranging responsive repairs
 - 1.2.2. Arranging cyclical repairs
 - 1.2.3. Arranging planned maintenance
 - 1.2.4. Improving the energy efficiency of council dwellings
 - 1.2.5. Inspecting repairs and maintenance work
 - 1.2.6. Fulfilling commissioning and client function functions in respect of such work.
- 1.3. Empty Property Management
 - 1.3.1. Terminations
 - 1.3.2. Inspection and repairs
 - 1.3.3. Void repairs
- 1.4. Tenancy Management
 - 1.4.1. Estate Management
 - 1.4.2. Enforcement of Conditions of Tenancy
 - 1.4.3. Taking steps leading to evictions and court action by the Council to support enforcement
 - 1.4.4. Advise the Council and consult tenants in relation to alterations to Conditions of Tenancy
 - 1.4.5. Illegal occupation
 - 1.4.6. Requests for Anti Social Behaviour Orders
 - 1.4.7. Provision of a furnished housing scheme
 - 1.4.8. Provision of a gardening and decorating scheme
 - 1.4.9. Issuing decorating vouchers
 - 1.4.10. Administration of disturbance payments
 - 1.4.11. Administration of the tenants' insurance scheme
- 1.5. Estate Management
 - 1.5.1. Caretaking and cleansing
 - 1.5.2. Concierge services
 - 1.5.3. Community watch patrols
 - 1.5.4. Grass cutting and grounds maintenance to HRA land
- 1.6. Supported Housing
 - 1.6.1. Sheltered housing schemes
 - 1.6.2. Visiting wardens supporting tenants in sheltered council housing
- 1.7. Clearance and disposal of Council dwellings

- 1.7.1. Clearance
- 1.7.2. Consultation on clearance
- 1.7.3. Decanting tenants
- 1.8. Procurement
 - 1.8.1. Establishment of a procurement policy for the ALO consistent with Best Value
 - 1.8.2. Commissioning, letting and administration of contracts in relation to delegated activities
- 1.9. Tenant Involvement
 - 1.9.1. Production of Tenant Compacts
 - 1.9.2. Provision of information to tenants newsletters
 - 1.9.3. Production of reports to tenants and newsletters
 - 1.9.4. Support for the Derby Tenants Resource Centre
 - 1.9.5. Support for the Derby Association of Community Partners
 - 1.9.6. Support for local Community or Customer Panels
 - 1.9.7. Tenant association and TMO development work
- 1.10. Management of other HRA assets
 - 1.10.1. Managing shared ownership properties
 - 1.10.2. Managing leasehold properties
 - 1.10.3. Enforcement of leasehold conditions
 - 1.10.4. Mobile Housing Office
 - 1.10.5. Managing estate garages
 - 1.10.6. Management of mobile homes park
 - 1.10.7. Arranging the management and maintenance of estate shops
 - 1.10.8. Arranging the management and maintenance of Local Housing Offices
 - 1.10.9. Management and maintenance of Meeting Rooms
 - 1.10.10. Provision of information on these assets for inclusion in the Council's corporate Asset Management Plan
 - 1.10.11. Arranging the management and maintenance of other land and buildings held by the City Council for Housing Revenue Account purposes
- 2. **Business Development and Performance Management**
 - 2.1. Produce and update annually a Delivery Plan
 - 2.2. Conduct Best Value reviews as proposed in the Delivery Plan
 - 2.3. Consider and agree proposals arising from Best Value reviews
 - 2.4. Implement improvement plans arising from Best Value reviews incorporating targets into this plan
 - 2.5. Provide the Council with information to enable it to make statistical and financial returns
 - 2.6. Prepare an HRA Business Plan covering the Council's stock
 - 2.7. Identify sources of tenant satisfaction and dissatisfaction
 - 2.8. Research into the views, aspirations, and preferences of tenants
 - 2.9. Involve tenants in business planning, best value reviews and performance monitoring
 - 2.10. Agreement and monitoring of service level agreements for the provision of goods and services
- 3. **Finance**
 - 3.1. Maintaining financial accounts in a format agreed with the Council
 - 3.2. Preparation of an annual revenue budget for agreement with the Council
 - 3.3. Managing and controlling this budget

- 3.4. Setting rents for individual properties and groups of properties
 - 3.5. Producing and reviewing a 10 year rent restructuring plan
 - 3.6. Preparation of capital finance bids for consideration and submission by the Council
 - 3.7. Preparation of an annual capital investment cashflow forecast for agreement with the Council
 - 3.8. Preparation of management accounts and capital cashflow statements
 - 3.9. Rent and cash collection on the Council's behalf at Local Housing Offices
 - 3.10. Acting as a designated offices for housing benefit purposes
 - 3.11. Collecting information from housing benefit claimants to support their claim
 - 3.12. Raising of debtors and the recovery of arrears and other charges
 - 3.13. Ordering, invoicing and payment for goods and services
 - 3.14. Maintenance of a scheme of delegated authorities, authorised signatories and associated procedures.
- 4. Capital Programme**
- 4.1. Procurement and maintenance of stock condition survey data
 - 4.2. Analysis of stock condition data
 - 4.3. Preparation of capital finance bids for consideration by the Council and external funding bodies
 - 4.4. Compiling long term maintenance strategies
 - 4.5. Preparing and consulting with tenants on proposed programmes of work.
 - 4.6. Preparation of any associated clearance plans for agreement with the Council
 - 4.7. Arranging public sector clearance and demolition subject to agreement with the Council
 - 4.8. Liaison with tenants for work to be carried out
 - 4.9. Carry out all commissioning and client functions by exercising authorities in respect of works and maintenance contracts covering Council housing
- 5. Resourcing**
- 5.1. Honouring undertakings given to Council staff transferring to its employment
 - 5.2. Arranging for staff membership of the Local Government Pension Scheme
 - 5.3. Employment staff
 - 5.4. Establishing and reviewing as necessary staffing structures to achieve Best Value objectives
 - 5.5. Arranging for the provision of business, finance, payroll, administration, IT, personnel, staffing and other support services
 - 5.6. Undertaking Best Value reviews in respect of support services, whether directly undertaken or purchased from the Council or externally, as part of its programme of Best Value
 - 5.7. Operating premises for use in delivering these functions
- 6. Exclusions**
- 6.1. The above delegations do not extend to the issue and conduct of legal proceedings in the name of the Council whether by or against the Council

Appendix C Organisation of the Retained Housing Service



Appendix D Derby Homefinder

Information about Derby Homefinder for organisations

Background to Derby Homefinder

Derby Homefinder is an exciting way in which to let properties, it gives people the opportunity to let us know which properties they are interested in. Many housing associations and private landlords will also be advertising their properties along side Derby City Council properties to give people as much choice as possible.

Derby Homefinder will have many advantages such as:

1. We can build on relationships with housing associations and landlords, also many advice and service sector organisations.
2. Many people who need re-housing are frustrated with the current system. Derby Homefinder will simplify the points system into bands system.
3. We will be able to look at data to find which type of properties generate interest and which do not.

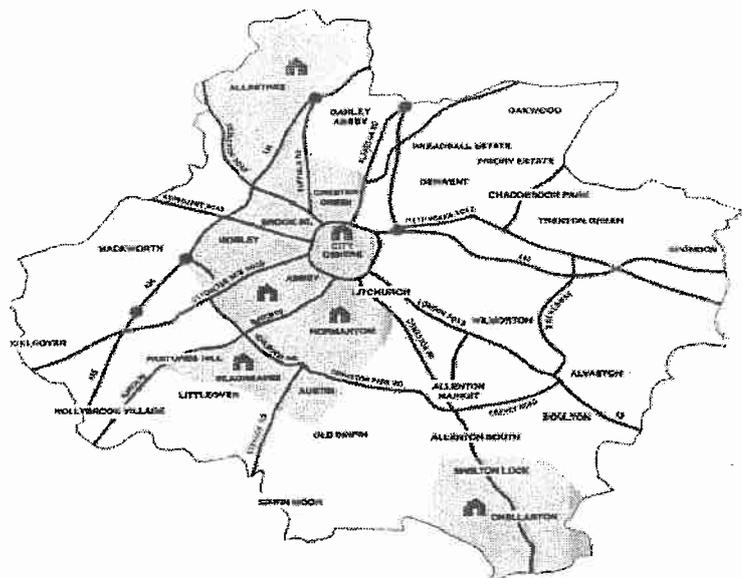
It should also have a long-term effect on our estates:

1. When people want to live in an area and put down roots this can lead to longer tenancies.
2. If people have chosen to live in an area then they will more likely choose to stay, thus reducing the level of abandoned properties.

The scheme is set to go live on 4th February 2002 and applicants can start making their choices of properties to rent.

Derby Homefinder will operate in the following areas:

Brook Street
Stockbrook Street
Austin
Chellaston



The timescale will run on a weekly basis, and the applicant can choose up to 6 properties they wish to be considered for.
They can register their choice by:

Internet

Mail

Use the 24hour telephony system

Visit a local housing office

At the end of the week a shortlist will be drawn and the property will be offered to the applicant in the highest band.

Information is accessible in many ways. There will be a weekly property list distributed to some 150 sites and this will be mailed to vulnerable applicants (on request)

All properties will be published on the Derby Homefinder website.
www.derbyhomefinder.org

An applicant will have the facility to use anyone of the 6 free Internet access kiosks placed at 6 local housing offices.

The Housing Options Centre, Derwent Street, will feature as the One Stop Property Shop. There will be a large estate agent style window display displaying over 190 property photographs and inside there will be a kiosk for people to browse our website.

All new properties will be advertised in the local free newspaper, the Derby Express, on a weekly basis.

Appendix E Tenant and Leaseholder Ballot Result

Mr John Bloxsom
Housing Regeneration Manager
Derby City Council
The Council House
Corporation Street
Derby
DE1 2FH

11 February 2002

Dear Mr Bloxsom,

DERBY CITY COUNCIL - HOUSING REFERENDUM

My report of voting for the above ballot, which closed at noon on Monday 11th February 2002, is as follows:-

TENANTS

QUESTION: Are you in favour of the management of your home by Derby Homes?

Number of ballot papers distributed	18,994
Number of ballot papers returned	9,160
Number of ballot papers found to be invalid (blank/spoilt)	33
Thus, total number of valid ballot papers to be included in the count	9,127

Number voting YES	8,048	(88.20% of valid vote)
Number voting NO.....	1,079	(11.80% of valid vote)
TOTAL	9,127	(100% of valid vote)

Continued over/...

LEASEHOLDERS

QUESTION: Are you in favour of the management of your home by Derby Homes?

Number of ballot papers distributed	419
Number of ballot papers returned	165
Number of ballot papers found to be invalid (blank/spoilt)	1
Thus, total number of valid ballot papers to be included in the count	164

Number voting YES	142	(86.60% of valid vote)
Number voting NO.....	22	(13.40% of valid vote)
<u>TOTAL</u>	<u>164</u>	(100% of valid vote)

The ballot papers will be stored for a period of 12 months before being securely destroyed.

Yours sincerely,

Victoria Andreasson
Ballot Adviser

Appendix F Area Boards Terms of Reference

One of Derby Homes' aims is to involve tenants and leaseholders at a more local level. It is proposed that Derby Homes sets up two Area Boards, as set out in the attached diagram, each of which would be made up to represent a number of area offices and existing community panels. Our original proposal was to establish four Area Boards. It is now felt that it is appropriate to set up two Area Boards at this stage in the development of Derby Homes. This will reflect the organisation of the service under two area managers and assist in resourcing and co-ordinating these bodies within a new organisation.

It is recognised that Area Boards will not be able to be fully functioning by the start of Derby Homes' work but it is proposed that Derby Homes adopts the timetable set out below for moving towards delegation of decisions. The primary short term aim for the Area Boards is for them to decide the identity of properties in their areas that should benefit from planned maintenance and improvement works within the established Delivery Plan (as set out at 4.2 to 4.4 below). They will also approve City Housing Improvement Plans covering environmental, security and other estate improvements as proposed by local panels (as set out in 4.1 below). As Area Boards become further established the aim will be to increase further delegation.

At present the stock numbers in each area would be

	West	East	Total
Tenants	6,770	8,550	15,320
Leaseholders	<u>229</u>	<u>103</u>	<u>332</u>
Total	6,999	8,653	15,652

Set out below are the Draft Terms of Reference for the Area Boards:

1. Membership

1.1. The Area Boards will contain 12 members consisting of

1 tenant member of the Main Board, appointed to serve on the Area Board by DACP

5 other tenant members to be elected by tenants in the area (tenant refers to tenants, leaseholders and Park Home residents).

4 members appointed by the City Council, at least one of whom shall be a member of the Main Board.

2 independent members appointed by the Main Board, at least one of who shall be a member of the Main Board.

1.2. It is proposed that the method of electing tenant representatives to Area Boards will be by direct elections from amongst tenants in the area. The timing and rules for conduct of these elections will be determined by the Main Board.

1.3. Area Boards will arrange for minutes to be taken of all their meetings and submit them to the next Main Board meeting. Area Boards are expected to meet at least 4 times a year.

Area Boards' role

2. Policies

- 2.1. To ensure that Derby Homes Equal Opportunities policies and practices are carried out in the area.
- 2.2. To ensure the terms of the Derby Tenants' Compact are carried out in the area.
- 2.3. To contribute to the preparation and review of Derby Homes Delivery Plan, especially in relation to the area.
- 2.4. To review the operation of housing management policies in the area and, if appropriate, make recommendations to the Main Board about improvements to the policies.
- 2.5. To contribute to Derby Homes Service Review under the services agreement with Derby City Council.

3. Consultation and Liaison

- 3.1. To respond to representations from local community or customer panels.
- 3.2. To provide residents of the area in plain terms with up to date details of Derby Homes' proposals and intentions.
- 3.3. To liaise with Derby City Council's Corporate Area Panels covering the area.
- 3.4. To feed back to the Main Board any issues of concern raised through consultation and liaison that the Area Board considers has particular importance to an issue.

4. Redevelopment and Maintenance

- 4.1. To agree with the Main Board a city housing improvement plan for the area.
- 4.2. To identify within the area those individual properties to be improved within improvement programmes with the aims of maximising the benefits of additional resources provided through Derby Homes and spreading the benefit of works across the area.
- 4.3. To monitor the project management of cyclical, planned maintenance and major repairs and modernisation programmes.
- 4.4. To receive reports on repairs, improvement and modernisation programmes to ensure that they are within approved budgets and policies from the Main Board and recommend to the appropriate sub-committee of the Main Board any variations to ensure that budgets and policies are adhered to.
- 4.5. To work with community or customer panels, voluntary organisations, public bodies in the private sector to improve the area.

5. Housing Management and Regeneration

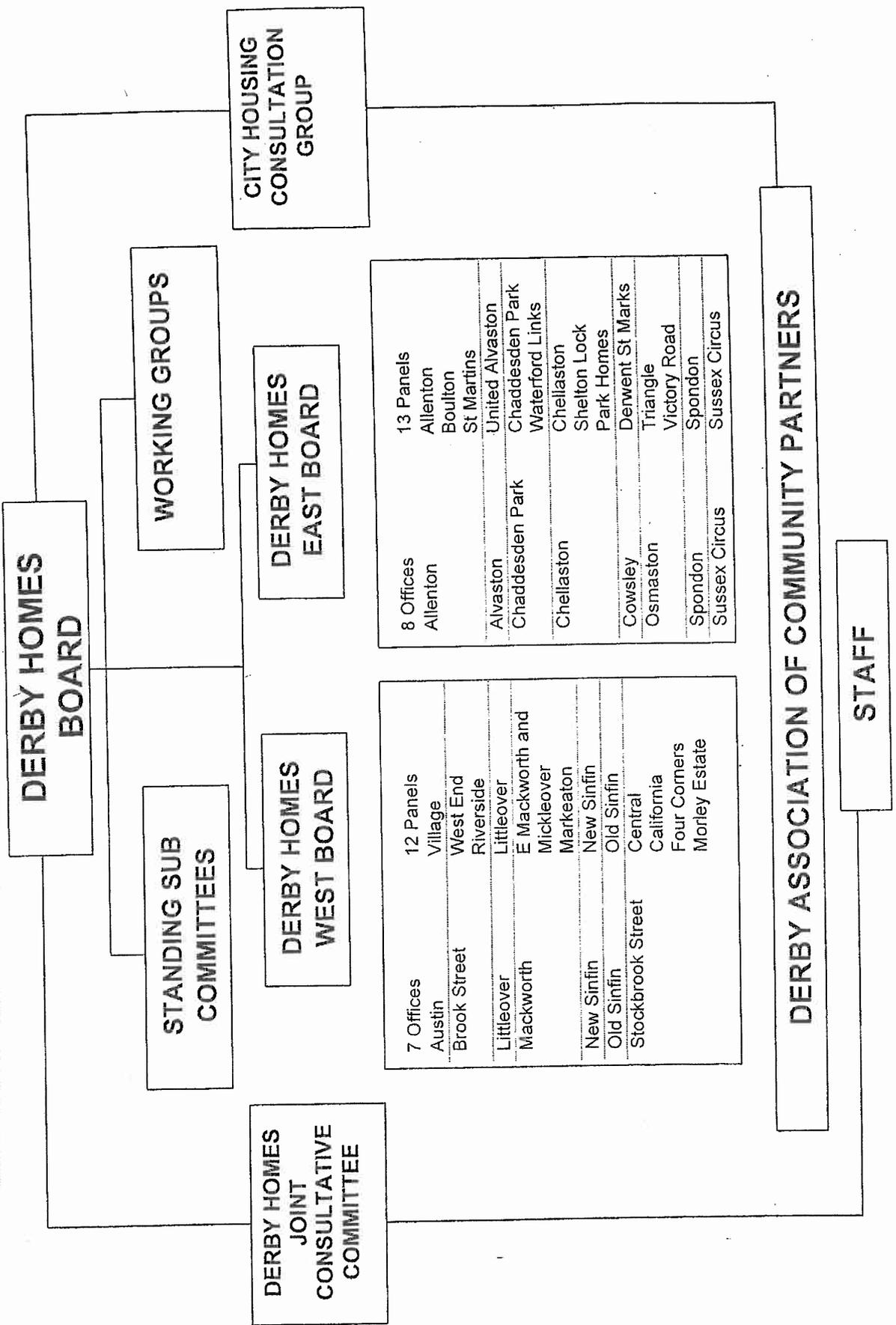
- 5.1. To consider any proposed changes to the services provided by Derby Homes in the area.
- 5.2. To identify housing management and maintenance issues in the area.
- 5.3. To make proposals to the appropriate sub-committee of the Main Board concerning the services provided by Derby Homes in the area.

-
- 5.4. To develop and support schemes that will improve the local area and enhance the quality of life for residents of the area.
 - 5.5. To receive reports on:-
 - 5.5.1. Day to day repairs, timescales and backlogs, including repairs to void property and annual gas servicing.
 - 5.5.2. Details of lettings
 - 5.5.3. Arrears and void levels.
 - 5.5.4. Details of possession orders.
 - 5.5.5. Evictions undertaken following the Court ordering possession.
 - 5.6. To approve tenants' requests in respect of sub-tenants, changes of use, alterations and extensions and erection of other structures.
 - 5.7. To recommend to sub-committees of the Main Board any legal action to enforce covenants relating to all properties in the area.
 6. **Management of Area Offices**
 - 6.1. To monitor performance of local housing offices in the area.
 - 6.2. To recommend to the appropriate sub-committee of the main Board proposed changes to the way services are delivered at the local housing offices with the aim of continuous improvement.
 - 6.3. To provide support to those staff working at the local housing offices.
 7. **Finance**
 - 7.1 To determine the use of delegated management and maintenance budgets within the area subject to minimum service standards set by the Main Board and consistency with its procurement and employment policies.

8. Timetable for Area Boards

April to June 2002	Final decisions of the main Board as to the constitution of Area Boards
June to September 2002	Recruitment of Area Board Members and setting up Area Boards
September to December 2002	Initial training of Area Board Members and first series of meetings.
January 2003 to June 2003	Operation of "shadow" Area Boards as working parties without delegated authority from the Main Board. Proposals put to the main Board on all aspects contained within paragraph 4 of the draft terms of reference for approval.
	Area Boards to consider how they should in the future, exercise delegated authority under paragraph 5 of the draft terms of reference.
June 2003	Review of the operation of individual Area Boards by senior officers and the main Board.
July 2003	Discussion and resolution by the main Board of the level of delegation of decisions to Area Boards.
July to December 2003	Operation of Area Boards with delegated authority. It is anticipated that different Area Boards may have different levels of delegation, dependent upon previous performance and levels of expertise at Area Board level.
Early 2004	Further review of operations of Area Boards to increase levels of delegation to examine further delegated budgets beyond redevelopment, maintenance and housing management.

DERBY HOMES GOVERNANCE AND CONSULTATION ARRANGEMENTS



Appendix G Variances from Template Memorandum and Articles

Variances from Model Constitution Prepared by the Template Group (dated August 2001)		
This table prepared by Anthony Collins Solicitors on behalf of Derby Homes Limited		
MODEL CONSTITUTION MEMORANDUM	DERBY HOMES M & A	REASON FOR VARIANCE
<p>Clause 4 Powers Provides that the Organisation has power to do anything "necessary or expedient in furtherance of its objects".</p>	<p>Clause 4 Powers New lengthy provision specifying specific powers. Such powers are modified by clause 5 (clause 6 in the Model Constitution) which requires the Council's prior written consent to be obtained where there is to be significant expenditure, borrowings, insurance and investment.</p>	<p>It is of paramount importance that the Council can be confident that the ALMO will have the power to undertake its work but not breach regulations for controlled companies. Our professional advice therefore was to err on the side of caution and to specify a list of powers which the company may definitely exercise, rather than rely upon the brief and, in our view, less certain power set out in clause 4 of the Model Constitution.</p>
<p>Clause 6 Sets out in Clause 6(1-7) a list of activities required Council approval.</p>	<p>Clause 5 Inserted Clause 5(8) specifying investments to be an additional activity requiring Council approval.</p>	<p>We took the view that, as drafted, it was ambiguous whether investments would fall within clause 6(1-7) of the Model Constitution. We have therefore inserted a specific provision dealing with investment other than through the use of a building society or bank account.</p>

<p>Clause 7 Application of Income and Property</p> <p>Clause 7(3) permits payment of out-of-pocket expenses provided no sum exceeds that payable to a registered social landlord.</p>	<p>Clause 6 Application of Income and Property</p> <p>Clause 6(3) deleted provisos</p>	<p>As presently drafted, Clause 7(3) of the Model Constitution leaves open the possibility that future payments could be made by the ALMO to its Board Members if, in the future, legislation is changed allowing payment to Board Members of registered social landlords. In order to help alleviate any suspicions amongst tenants and Council workers, the Council prefers to exclude the possibility of such payments being made on the basis that non-payment of Board Members is a key indicator that the ALMO is a not-for-profit organization. (Please also refer to Article 24)</p> <p>The additional exemption inserted in Clause 6(4) is a standard clause so Board Members may benefit from indemnity insurance taken out on their behalf which we would normally expect to find in most ALMO rules.</p>
<p>Clauses 9 and 10</p> <p>The clauses assume membership of the ALMO is singular.</p>	<p>Clause 8 and 9</p> <p>The generic form of words for membership has been adopted, referring to members as plural.</p>	<p>This amendment retains overall flexibility for the membership of Derby Homes in case any other minority interests are granted limited membership</p>

<p>ARTICLES OF ASSOCIATION</p> <p>Article 1 Definitions</p>	<p>Article 1 Definitions Inserted definition of "Area"</p> <p>Inserted definition of "DACP"</p> <p>Inserted definition of "Family Member of a Tenant"</p> <p>Altered definition of "Local Authority Person"</p> <p>Inserted definition of "Plan"</p> <p>Altered definition of "Tenant"</p>	<p>Definition required as result of decision to elect Tenant Board Members by reference to area of residency. Please refer to Article 15</p> <p>Definition of DACP replicates that of "Tenant Federation" in the Model Constitution</p> <p>A definition of Family Member of a Tenant has been inserted. This is so as to permit adults who are living in the household of a tenant to be eligible to be appointed as Tenant Board Members (see Article 15(4)) as well.</p> <p>Definition of Local Authority Person amended due to concern as to whether the use of "non-managerial" posts was sufficiently clear and broad enough in its ambit.</p> <p>Definition revised to identify Areas for Tenant Board Members</p> <p>Definition of Tenant has been changed because it would otherwise be theoretically possible for an individual to hold a secure tenancy but live in another property and still qualify as a Tenant. The definition has also been widened to include residents of a Mobile Home Park who pay ground rent to the Council for use of the land.</p>
<p>Article 8</p>	<p>Article 8 Inserted Article 8(4) requiring Board to put up notices publicizing General Meetings</p>	<p>An additional requirement demonstrating the Council's openness and desire to allow significant tenant involvement.</p>

<p>Article 10</p>	<p>Article 10 Inserted Article 10(2) requiring Derby Homes to allow Tenants and Board Members to attend General Meetings and speak (but not to vote)</p>	<p>An additional requirement demonstrating the Council's openness and desire to allow significant tenant involvement.</p>
<p>Article 11 Entitles the Council to make a decision without it being in General Meeting or by way of written resolution, but requires the Company to be notified.</p>	<p>Article 11 Inserted requirement that notice to be given to every Board Member as well as to the Organisation</p>	<p>Amendment made for the sake of completeness to avoid any risk that the Board may not know about decisions the Council has made, acting as the member of the ALMO, that bind the ALMO.</p>
<p>Article 12</p>	<p>Article 12 Inserted "approved" before "minutes"</p>	<p>Technically unnecessary but added to avoid any potential confusion with draft minutes.</p>
<p>Article 13 Number of Board Members</p>	<p>Article 13 Number of Board Members Article 13(5) – includes "Family Members of Tenants" Article 13(7) – wording altered Article 13(9) inserted</p>	<p>Inserted for consistency. Amended to make the intent clearer. Inserted for clarity.</p>
<p>Article 14 Appointment of Council Board Members by the City Council Article 14(1) is subject to Article 13. Article 14(3) gives Council Member power to appoint and remove any Board Member at any time by notice in writing to the Secretary</p>	<p>Article 14 Appointment of Council Board Members by the City Council Article 14(1) is also subject to Article 18 in addition to Article 13. Article 14(2) City Council has power only to remove any Board Member at any time by notice in writing to the Secretary.</p>	<p>Article 14(1), as an appointment power, should be subject to the disqualification of Board Members set out in Article 18. In our view, Article 14(3) as drafted in the template document undermined a significant proportion of the rest of the Articles, and would leave unclear the position of those Board Members appointed by the Council pursuant to it. The options were either to delete the</p>

<p>appointment power or amend a variety of other Articles; either approach would have worked. The power is now preventative one which can be exercised solely by the removal of Board Members.</p>		
<p>Article 15(1) has been amended to ensure there are direct elections of Tenant Board Members based on geographical areas. The proposal for appointment of a fifth place by the DACP mirrors the appointment of one of the tenant members of the Shadow Board by the Leaseholders Association and subsequently DACP. This provision will enable the DACP to exercise its discretion to appoint a leaseholder or representative of an otherwise under-represented group. The other four Tenant Board Members will represent each of the areas in which they reside.</p>	<p>Article 15 Retirement and Election of Tenant Board Members Inserted new Article 15(1) providing for elections of Tenant Board Members based on the 4 geographical areas, with the fifth Member being selected by the DACP.</p>	<p>Article 15 Retirement and Election of Tenant Board Members Article 15(1) provides for all Tenant Board Members to retire from office at the first AGM with subsequent retirements in rotation.</p>
<p>Technically, in our view, the template only allows for lots to be drawn for subsequent Tenant Board Members under Article 15(2). The same should apply for the First Tenant Board Members so the sentence has been inserted. (Identical amendment also made in Article 16(1)).</p>	<p>New sentence confirming retirement of first Tenant Board Members to be determined by lot.</p>	
<p>The Tenant Board Members with the DACP agreed that there should be elections for Tenant Board Members as early as practicable to ensure they had a democratic mandate rather than there being staggered rotation from the</p>	<p>Article 15(2) now requires all Tenant Board Members to retire at the first AGM and the staggered rotation to take place. Article 15(4) amends Article 15(3) of the Model Constitution to provide that elections must be direct and tenants must reside in the area for which they are to be elected as Tenant Board</p>	

<p>Member.</p> <p>Article 15(4) permits Family Members of Tenants to be appointed as Tenant Board Members.</p>	<p>start.</p> <p>This amendment deals with the issue of adults living in the household of a tenant as a family member but who are not named as joint tenant, for example, older married women whose husbands are sole tenants. The amendment permits such people to stand as Tenant Board Members, although voting in Tenant Board Member elections is restricted to tenants only.</p>
<p>Member.</p> <p>Article 15(4) permits Family Members of Tenants to be appointed as Tenant Board Members.</p>	<p>This amendment deals with the issue of adults living in the household of a tenant as a family member but who are not named as joint tenant, for example, older married women whose husbands are sole tenants. The amendment permits such people to stand as Tenant Board Members, although voting in Tenant Board Member elections is restricted to tenants only.</p>
<p>Member.</p> <p>Article 15(4) permits Family Members of Tenants to be appointed as Tenant Board Members.</p>	<p>We think the template provision for retirement and new elections at the first AGM may be too traumatic in the early life of the ALMO. The proposed option of staggered retirement from the start is preferable. Please also see comments at Article 15(1) for determination by lot for first Board Members.</p>
<p>Member.</p> <p>Article 15(4) permits Family Members of Tenants to be appointed as Tenant Board Members.</p>	<p>This amendment is because of the other amendments proposed to Article 17.</p>
<p>Member.</p> <p>Article 15(4) permits Family Members of Tenants to be appointed as Tenant Board Members.</p>	<p>Articles 16(6) and 16(7) in the Model Constitution are in our view confusing and contradict Article 17.</p>
<p>Member.</p> <p>Article 15(4) permits Family Members of Tenants to be appointed as Tenant Board Members.</p>	<p>Articles 16(6) and 16(7) in the Model Constitution have been deleted.</p>

<p>Article 17 Casual Vacancies</p> <p>Sets out a process for the Board to fill vacancies</p>	<p>Article 17 Casual Vacancies</p> <p>Amended to set out the various processes for filling vacancies and providing in Article 17(5) for by-elections for Tenant Board Members where there is one year or more remaining until retirement.</p> <p>Requirement inserted for Article 17 to be subject to Article 18.</p>	<p>The amended Article is intended to be an amalgamation of the processes previously set out in the Model Constitution Articles 16(6) and (7) and 17.</p> <p>As an appointment power, this should be subject to the disqualification provision set out in Article 18.</p>
<p>Article 18 Disqualification and Removal of Board Members</p>	<p>Article 18 Disqualification and Removal of Board Members</p> <p>Article 18(6) amended to give Board Members an opportunity to put their case when facing a proposed resolution to remove them</p> <p>Article 18(9) amended to include reference to Family Members of Tenants</p> <p>Article 18(10) amended to provide that a Tenant Board Member may only be removed where at least three quarters of other Board Members consider the Member is in serious breach of their obligations as a tenant.</p> <p>Article 18(13) amended to include reference to Family Member of Tenants.</p>	<p>It was felt that this amendment would ensure fairness.</p> <p>Amended to ensure consistency with Article 15.</p> <p>Amended to remove a perceived inequity between Articles 18(6) and 18(10).</p> <p>Amended to ensure consistency with Article 15.</p>

<p>Article 22 Delegation of Board Members' Powers</p>	<p>Article 22 Delegation of Board Members' Powers Deleted requirement that Board Members shall constitute a majority of any committee</p>	<p>This requirement has been deleted to allow for flexibility. It is proposed that the ALMO may set up Area Boards which could have nine members based upon an equal split of council members, tenants and independent members. Functional committees may be set up which may contain fewer Board Members.</p>
<p>Article 24 Board Members' Expenses</p> <p>Permits payment of expenses provided no sum exceeds that payable to a social landlord registered under the Housing Act 1996</p>	<p>Article 24 Board Members' Expenses Deleted provisos</p>	<p>Deleted to ensure consistency with Clause 6 of the Memorandum (please refer to comments above).</p>
<p>Article 27 Proceedings of Board Meetings</p> <p>Article 27(1) sets the quorum level of Board meetings at four Board Members, allowing for the quorum to be reduced if there are no Board Members in those categories.</p>	<p>Article 27 Proceedings of Board Meetings Inserted in Article 27(1) a provision reducing the quorum where there are no Board Members who can vote because they have declared an interest and excluded themselves under Article 29.</p>	<p>We think this improves upon the template version in the Model Constitution and should avoid any future practical difficulties.</p>
<p>Article 29 Proceedings at Board Meetings</p>	<p>Article 29 Proceedings at Board Meetings Article 29(2)(a) amended to include reference to Family Member of Tenants.</p>	<p>Amended to ensure consistency with Article 15.</p>
<p>Article 36 Records Accounts and Returns</p>	<p>Article 36 Records Accounts and Returns Inserted references to Part V of LGHA 1989 and Local Authorities (Companies) Order 1995.</p>	<p>Inserted to ensure the ALMO will not breach the specific audit requirements of controlled companies.</p>

Appendix H Variances from Template Services Agreement

Key Variances from Model Agreement Prepared by the Template Group dated August 2001		
This table prepared by Anthony Collins Solicitors on behalf of Derby Homes Limited		
MODEL AGREEMENT	DERBY HOMES DRAFT AGREEMENT	REASON FOR VARIANCE
A number of clauses allowed various options in the template	Derby Homes has chosen the most appropriate option for it.	No mention is made of these choices in this table because they are not, in our view, amendments to the template.
Clause 5 Duty of Best Value	Clause 5 Best Value Clauses 5.4 and 5.5 introduced	As drafted, we think the Model Agreement is somewhat confused about the various processes to be adopted to facilitate Best Value. We have retained those processes which strictly relate to the Council only e.g. Best Value Reviews, Best Value Performance Plans and Best Value Performance Indicators. Clauses 5.4 and 5.5 have been introduced to make clear which processes are required to be adopted by the Organisation so as to facilitate the Council's compliance with Best Value. These processes do not therefore lead directly to Audit Commission activity, but provide the material for the Council itself to fulfil its Best Value obligations.

<p>Clause 6 Future Delivery Plans</p> <p>Clause 6.9 – the drafting provides for two choices: either the Council is able to impose changes to the Delivery Plan, or, if the Council and Organisation are unable to agree a change, the Expert’s decision will prevail.</p>	<p>Clause 6 Future Delivery Plans</p> <p>Clause 6.9 - Council changes to the Delivery Plan can be imposed.</p>	<p>In order that the Agreement is not caught by the EU procurement regime, it must satisfy the test set out in the <i>Teckal Srl</i>¹ ruling, by demonstrating that the Council will be exercising a control over the ALMO similar to that over its own departments, and that the ALMO is not independent of the Council in terms of decision-making. Therefore, we take the view that in order to satisfy <i>Teckal Srl</i> the Council should be able to impose changes to the Delivery Plan.</p>
<p>Clause 7 The Annual Performance Plan</p> <p>Clause 7.2.5 - refers to Best Value Reviews</p>	<p>Clause 7 The Annual Performance Plan</p> <p>Clause 7.2.5 – replaced reference to Best Value Reviews with “ALMO Service Reviews” . (see also clause 8)</p>	<p>We have re-titled the “best value review” to be undertaken by the ALMO as the “ALMO Service Review” in order to prevent confusion with the Council’s Best Value Review which has a particular statutory and procedural treatment.</p>
<p>Clause 8 The Best Value Reviews</p>	<p>Clause 8 ALMO Service Reviews</p> <p>Reference to Best Value Reviews has been changed to ALMO Service Reviews.</p> <p>Clause 8.1.3 – adopts reference to Best Value Performance Indicators</p>	<p>See comments under clause 7 above.</p> <p>See comments under clause 5 above.</p>
<p>Clause 10 Official Returns, Housing Inspections Etc</p>	<p>Clause 10 Official Returns, Housing Inspections Etc</p> <p>Clauses 10.1.5 to 10.1.9 – additional requirements inserted.</p>	<p>It was felt inclusion of these additional requirements would improve the drafting and would be of benefit to the Council.</p>

<p>Clause 16 Providing the Services</p> <p>Clause 16.8 - Organisation to provide audited accounts to the Council's Representative within 6 months of the accounting reference date.</p> <p>Clause 17 Statutory Requirements</p>	<p>Clause 16 Providing the Services</p> <p>Clause 16.8 – clause moved to clause 34.3</p> <p>Clause 17 Statutory Requirements</p> <p>Clause 17.2 – new clause inserted</p>	<p>This is one of a number of examples where we have moved clauses to a new location which appears to us to be more appropriate and/or logical. The principle is unchanged.</p>
<p>Clause 18 Variations to Tenancy Agreements</p> <p>Refers to consent being given by the "Council monitoring officer"</p> <p>Clause 20 Control and Supervision of the Organisation's Personnel</p> <p>Clause 20.1 – senior person appointed to be approved by the Council</p>	<p>Clause 18 Variations to Tenancy Agreements</p> <p>Amended to refer to the "Council's Representative".</p> <p>Clause 20 Control and Supervision of the Organisation's Personnel</p> <p>Approval requirement deleted.</p>	<p>It was felt desirable to include a specific requirement to comply with sections 5 to 10 of the Local Authorities (Companies) Order 1995 and so as to ensure that the Organisation is not in breach of its Memorandum or Articles of Association</p> <p>Amended for consistency with clause 60</p>
		<p>Derby Homes' Board considered that the Council need not approve the senior person.</p>

<p>Clause 21 Use of Assets</p>	<p>Clause 21 Use of Assets</p> <p>Clause 21.1 – Inserted reference to assets being provided by the Council ("Council's Assets")</p> <p>Clauses 21.3 to 21.6 – inserted Organisation's responsibilities for renewals, replacements etc previously set out in clauses 37.2 to 37.5.</p>	<p>This makes clear that certain assets will be provided by the Council. All other assets etc necessary for the Services are to be provided by the Organisation. Clause 21.2 makes clear that the Organisation is responsible for the maintenance of all assets, including those provided by the Council.</p> <p>This is an example where clauses have been moved to a new, more appropriate location, without altering the principle. The Organisation has responsibilities for renewing, replacing and ensuring the security of the Council's Assets.</p>
<p>Clause 23 Assignment and Sub-Contracting Etc</p>	<p>Clause 23 Assignment and Sub-Contracting Etc</p> <p>Clause 23.4 – new clause inserted dealing with the agreement of standing orders and financial regulations for the purposes of procuring services from third parties.</p>	<p>The Organisation may procure that a third party undertakes some of the services. This clause ensures that the Organisation will implement appropriate procedures for the selection of such contractors which will comply with EU procurement rules.</p>

<p>Clause 45 Intellectual Property Rights</p>	<p>Clause 27 Intellectual Property Rights</p> <p>Moved entire clause from previous position Part G clause 45</p>	<p>This is another example where we have moved a clause to a more appropriate location. This clause refers to Organisation responsibilities and is therefore more appropriately dealt with under Part F (Responsibilities of the Organisation) than Part G (Responsibilities and Rights of the Council)</p>
<p>Clause 46 Right to Use Documents</p>	<p>Clause 28 Right to Use Documents</p> <p>Moved entire clause from previous position Part G clause 46</p>	<p>This is another example where we have moved a clause to a more appropriate location. This clause refers to Organisation responsibilities and is therefore more appropriately dealt with under Part F (Responsibilities of the Organisation) than Part G (Responsibilities and Rights of the Council)</p>
<p>Clause 43 Audits</p>	<p>Clause 34 Audits</p> <p>Moved entire clause from previous position Part G clause 43</p> <p>New clause 34.3 inserted (moved from clause 16.8)</p>	<p>This is another example where we have moved a clause to a more appropriate location. This clause refers to Organisation responsibilities and is therefore more appropriately dealt with under Part F (Responsibilities of the Organisation) than Part G (Responsibilities and Rights of the Council). See also comments under clause 16 above.</p>
<p>Clause 33 Complaints</p>	<p>Clause 36 Complaints</p> <p>Clause 36.3 – inserted provision for the Organisation to vary the Council's complaints policy, subject to the Council's consent</p>	<p>It was felt that a straight adoption of the Council's complaints policy may not necessarily be appropriate. We have inserted a provision for variances to the policy, subject to Council approval, to allow flexibility.</p>
<p>Clause 37 Legal Investigations</p>	<p>Clause 37 Legal Investigations</p> <p>New clauses 37.2, 37.5 and 37.6 inserted</p>	<p>It is intended that the Council will provide legal services to the ALMO, for example, in relation to rent recovery proceedings.</p>

	dealing with the commencement of legal proceedings	where the Council will institute proceedings in its name as landlord. These amendments impose additional requirements upon the ALMO dealing with the provision of information and support to the Council together with a reciprocal requirement that the Council deals with legal proceedings promptly and in accordance with its Best Value obligations.
<p>Clause 37 Use of Council's Assets</p>	<p>Clause 40 Use of Council's Assets</p> <p>Clause 40.1 - moved from previous location in Part F clause 37.</p> <p>Clause 40.2 – inserted new provision.</p>	<p>This is another example where we have moved a clause to a more appropriate location. This clause refers to a Council responsibility and is therefore more appropriately dealt with under Part G (Responsibilities and Rights of the Council) than under Part F (Responsibilities of the Organisation).</p> <p>Previous clauses 37.1 to 37.5 are now supplanted by clauses 21.3 to 21.6 (see comments above).</p> <p>Clause 40.2 sets out the Council's obligation to transfer free of charge certain assets set out in Part B of the Second Schedule.</p>
<p>Clause 51 Financial Arrangements</p>	<p>Clause 51 Financial Arrangements</p> <p>Clause 51.2 – inserted new requirement for the Organisation to undertake regular financial reviews for the purpose of considering the capital finance implications of certain proposed transactions, and providing that no such transaction is to be</p>	<p>Inserted so as to avoid any potential contravention by the Organisation of clause 5 of its Memorandum of Association.</p>

	<p>entered into without the Council's consent.</p>	
<p>Clause 56 Employees</p>	<p>Clause 56 Employees</p> <p>Clauses 56.13 to 56.15 inserted</p>	<p>Additional clauses were required to deal with the transfer on under TUPE of employees from the ALMO to any subsequent employer. Given that the ALMO will be a scheduled body for the purposes of the Local Government Pension Scheme, we have inserted a provision that the ALMO should protect its employees by requiring subsequent employers to provide broadly comparable pensions.</p> <p>It was also felt desirable to provide additional requirements in respect of the observance of existing Council policies relating generally to terms and conditions of employment, including continuity of service following redeployment.</p>
<p>Clause 58 Right to Representation</p>	<p>Clause 58 Right to Representation</p> <p>Clause 58 expanded to require the Organisation to recognise specific trade unions for consultation and negotiation purposes and to implement and observe an agreed consultation process.</p>	<p>Continuity of employee representation is not presently guaranteed. These additional requirements have been inserted to preserve trade union recognition, thus alleviating trade union concerns. The Council's existing mechanisms are to be used as a model for the ALMO's procedures.</p>
<p>Clause 82 Definitions and Interpretation</p>	<p>Clause 82 Definitions and Interpretation</p> <p>New Definitions inserted</p> <p>Tenth Schedule</p> <p>Council's existing Consultation and Negotiation Procedures to be listed.</p>	<p>Inserted as appropriate and consistent with other amendments highlighted above.</p>
		<p>Inserted as a consequence of amendment to clause 58</p>

	<p>Eleventh Schedule Council's Employment Policies, Procedures and Protocols</p>	<p>Inserted as a consequence of amendments to clause 56 above.</p>
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PERSONNEL ISSUES

Report of the Director of Corporate Services

Introduction

- 1 In recent months a working group of the Housing Services Joint Consultative Committee has been considering some personnel issues that require detailed consideration:
 - recognition, consultation and negotiation arrangements
 - nationally and locally agreed terms and conditions of service
 - reciprocal arrangements with the City Council.
- 2 This paper sets out proposals in relation to these areas in order to ensure that appropriate personnel management practices and procedures are in place at the time of transfer. It is also essential that staff who transfer to Derby Homes are notified of these arrangements.

Recognition, Consultation and Negotiation Arrangements

- 3.1 Employees transferring to the Derby Homes will do so under the provisions of TUPE. Under the current provisions, there is no guarantee that an employee's trade union would be recognised for collective bargaining purposes. The Government is however in the process of consulting on a number of amendments to TUPE (TUPE 2) and the indications are that continuity of employee representation will be included in the new legislation. In effect, this will mean that trade union recognition will be preserved across the transfer.
- 3.2 Putting the legal issues to one side, it will be necessary for Derby Homes to establish and maintain an agreed process for formal consultation with its employees. The Shadow Board is therefore recommended to recognise the signatory trade unions on the National Joint Council for Local Government Services for consultation and negotiation purposes. These are:
 - UNISON
 - TGWU
 - GMB/MPO
- 3.3 At least two Unison representatives and one TGWU representative will transfer to Derby Homes. It is recommended that these representatives continue in this role and are given facility time to carry out their duties. The Shadow Board may wish

to examine the Council's Facilities Agreement and consider the implications of its application to Derby Homes. A copy is attached at Appendix 1.

- 3.4 GMB/MPO do not have any trade union representatives in Derby Homes. At the moment members of this union have their interests represented by trade union representatives employed in other Council departments, namely Corporate Services and Commercial Services. This is not a situation that can continue beyond 1 April 2002. The Council will not grant paid time off to trade union representatives to represent members in Derby Homes.
- 3.5 It is recommended that a Joint Consultative Committee is established based on similar lines to the existing Housing JCC. This is chaired by the Executive Member with responsibility for housing. This is reflected in the draft Constitution attached at Appendix 2 for consideration. This refers to a member of the Derby Homes Board retaining the chair.
- 3.6 Industrial relations and all employment related matters should be dealt with by Derby Homes. There would be no access by either side to City Council Committees or Appeals Panels. For example, trade unions' representatives in Derby Homes would not have a seat on, or access to the Corporate Safety Committee or Corporate Joint Committee nor would they be able to access the Employee Appeals Sub Committee or the proposed Disputes Resolution Panel.
- 3.7 Appropriate officers from Corporate Personnel could advise the Board and sit on Panels and Committees that the Board may decide to establish.
- 3.8 In the event of a dispute arising that cannot be resolved internally, it may be appropriate for the Board to call on the assistance of an officer from Corporate Personnel to provide an arbitration, conciliation or advisory service as appropriate. If the matter still cannot be resolved, the services of an officer from ACAS could be used. Advice is being sought from the East Midlands Regional Local Government Association to determine what services could be available and what costs would be incurred if Derby Homes became a member of that organisation.
- 3.9 The Board will need to establish a formal mechanism for dealing with the following issues:
- regrading appeals
 - appeals arising from disciplinary action including dismissal
 - hearing grievances and complaints of harassment.
- The board could establish an Employee Appeals Sub Committee to deal with these issues. The Committee could be made up of three board members who receive appropriate training to carry out this role. To give more flexibility and to allow for availability there could be a pool of members, say eight, of which three are selected each time an appeal is lodged.*
- 3.10 The City Council has well established and agreed mechanisms for dealing with these issues. These should act as a model for Derby Homes to adapt to meet its own needs.

National and Locally Agreed Terms and Conditions

4.1 On transfer, employees will take with them their existing terms and conditions of service. See Appendix 3 which sets out:

- Policies and procedures currently in the City Council's Personnel Handbook
- Those to be added to the Personnel Handbook in the near future
- Policies and initiatives recently agreed by Corporate Joint Committee – to be included in the Personnel Handbook
- Policies not included in the Personnel Handbook
- Issues identified for priority consideration by the Conditions of Service Working Party
- Outstanding issues

This does need qualifying because employees of Derby Homes will not have access to Council Committees or Appeals Panels. However, they should have access to broadly similar facilities with the Derby Homes organisation.

4.2 Employees will need to be advised that their existing terms and conditions of service will apply but where a particular policy or procedure refers to a Council officer, Committee or Service, this will need to be substituted with appropriate managers and/or the Derby Homes Board.

4.3 The Board will need to be aware of the provisions in the national agreement and, the policies and procedures that have been harmonised and contained in the Personnel Handbook. Appendix 3 sets out these policies and procedures and also those not in the handbook but which are still local agreements.

4.4 The protection afforded by TUPE does not run out or expire. Any variation or change to contractual terms and conditions of service would be invalid if the reason for change was due to the transfer and no other reason. There is no safe period after which changes to terms and conditions can be made without the risk of an Employment Tribunal considering the transfer as the reason. However, if there are sound economic, technical or organisational reasons for the changes, they could be considered to be reasonable subject to proper consultation.

4.5 In considering the Council's application to delegate responsibility to Derby Homes, the DTLR must be satisfied "that the arrangements for employment of staff give protection to the rights, including pension rights, of employees of the Authority who transfer to the employment conditions of the arms length management body and provide that the terms and conditions of new staff of the Authority should be comparable to those of staff who have transferred from the Authority."

4.6 There is therefore a very clear requirement that staff will transfer to Derby Homes on their existing terms and conditions of service. It also means that new employees will have the same national and local conditions of service applied to them as staff who have transferred.

4.7 The Board need to be aware that the Council has given a commitment to implementing the nationally agreed job evaluation scheme. A dedicated team will

start work on this exercise on 1 April 2002. It is hoped that the exercise will be completed within two years. The Board is not obliged to participate in the scheme. However, given the Council's commitment to proceed and the close links between the Council and Derby Homes, Derby Homes are recommended to adopt the same approach. Not to do so would leave Derby Homes vulnerable to equal pay claims with potential comparators within the Council and would mean having to adopt some other form of job evaluation scheme. The point at which Derby Homes wants to start work on the Scheme would be a matter for them. They may only wish at this stage to commit to the scheme but not start work on it immediately. That said, there is merit in using the Council's dedicated team to help with the process from 1 April 2002. This would need to be contained in a Service Level Agreement for the provision of Personnel Services to Derby Homes

- 4.8 The Council uses the Occupational Health Unit for medical clearance for new starters and managing sickness absence cases, ill health retirement cases and general occupational health advice. Corporate Personnel are currently reviewing all aspects of the Occupational Health Service. The Board are recommended to continue using the services of the Occupational Health Unit at the date of transfer and consider its continued use following the review of the Service. The Board may wish at a future date to enter into a separate contractual arrangement with the OHU. In the meantime the services can be included in a Service Level Agreement. Housing Services have been recharged the following for their use of the Occupational Health Service:
- 1999/2000 £930
 - 2000/2001 £4,596
 - 2001 to date £1,721
- 4.9 Corporate Personnel currently provides a Welfare Service as part of the health, safety and welfare function. The Board are recommended to maintain the existing Welfare Service through a Service Level Agreement.
- 4.10 Some of the employees to be transferred to Derby Homes are currently allocated a car parking space, either because they are essential car users, are disabled persons, or because they have a protected right to such a space (dating from a time when all Council employees had such rights). It is proposed that Derby Homes makes car parking provision for all employees who currently have an entitlement to a parking space, and that additional spaces be sought for those other employees willing to meet the cost incurred.
- 4.11 From time to time the Council will agree new policies and procedures. The Board is recommended to consider the implications of applying these policies and procedures to its staff and where necessary making its own local agreement in consultation with the trade unions to meet its own need.
- 4.12 The Government is about to amend the regulations of the Local Government Pension Scheme so that bodies such as Derby Homes will be "scheduled bodies" automatically in membership of the scheme. No decision will therefore need to be made by the Board on this matter.

4.13 Elsewhere on its agenda the Board is considering a report on its management structure. This initially deals only with the senior posts in Derby Homes. In most instances the duties of staff transferred to Derby Homes will remain unchanged. Over time however it will wish to consult with the recognised trade unions on the proposed staffing structure for Derby Homes and any changes to individual's duties and responsibilities that may be necessary.

4.14.1 Continuous service will be counted by Derby Homes and Derby City Council for employees who move between the two organisations outside of a TUPE transfer. The issue that still needs final clarification is the position of employees who move to another employer of their own volition. For service to count as continuous, the current employer and the new employer must be covered by the Redundancy Payments Modification Order. This ensures that service is counted for redundancy payments and if the move is to another local authority service is also counted for:

- sickness allowance
- annual leave
- occupational maternity leave.

4.14.2 Overall responsibility for the Order rests with the Department of Trade and Industry. They have been asked by the Department of Transport, Local Government and the Regions whether Arms Length Organisations are already covered by the Order. If DTI consider they are covered then the Order will not require amending. However, we would hope to have this confirmed in writing and for the National Employer's Organisation to advise all local authorities through their communication network. If there is any ambiguity, the DTLR and the DTI are willing to consider promoting a specific provision for ALOs to be included, which would then put the matter beyond doubt.

4.14.3 The DTI currently plans to update the Order in the first half of this year. We are therefore currently waiting for the view of the DTI which we hope to get before the date of transfer. In view of this significantly important issue it would be advisable for Derby Homes to make a formal application to the DTI for inclusion in the Order.

Reciprocal Arrangements

5.1 These will be mutual arrangements that benefit both Derby Homes and Council.

5.2 The most significant will be access to the Council's Redeployment Procedures by Derby Homes. This would mean that employees 'at risk' at Derby Homes would have priority access to jobs at the Council. They would receive copies of the Restricted Vacancy List and be given priority consideration Derby Homes with other Council employees.

5.3 Because of the close links with the Council, it is reasonable that Derby Homes employees should have access to the redeployment process. Should a redundancy situation occur, Derby Homes would be expected to demonstrate it had made every effort to find suitable alternative employment. There will be other

circumstances that could require the use of the redeployment process, for example, ill health redeployment, restructuring, protection of earnings and capability.

- 5.4 For the process to work effectively, City Council employees must have access to all Derby Homes vacancies on the same basis. This will mean that Derby Homes vacancies must be referred to Corporate Personnel for inclusion on the Restricted Vacancy List which is issued to match employees 'at risk' to job opportunities. Following this process, the vacancy could also be included on the Gold List which is the Council's internal vacancy list.
- 5.5 The Protection of Earnings policy goes hand in hand with redeployment. When an individual is redeployed to a lower graded job, protection of earnings is provided for three years. Derby Homes will need to apply this policy in cases of redeployment and will have to fund any shortfall in earnings.

Recommendations

The Shadow Board is recommended to:

- 6.1 Honour the rights of employees under TUPE.
- 6.2 Adopt the Council's Redeployment Procedure as part of the reciprocal arrangements.
- 6.3 Adopt the Council's Protection of Earnings Policy as part of the reciprocal arrangements.
- 6.4 Agree to make car parking spaces available to all those staff transferred to Derby Homes who currently have such an entitlement and to seek additional spaces for those other employees willing to meet the costs incurred.
- 6.5 Confirm that continuous service will be counted by Derby Homes and Derby City Council for employees who move between the two organisations outside of a TUPE transfer and continuous service will be used in calculating entitlement to:
- redundancy payment
 - sickness allowance
 - annual leave
 - occupational maternity provision.
- 6.6 Make a formal application to the DTI for Derby Homes to be included in the Redundancy Payments Modification Order.
- 6.7 Honour the terms and conditions of employees who transfer subject to the requirements of Best Value.
- 6.8 Draw up a service level agreement for an agreed period of time during which Corporate Personnel will continue to provide a service in a number of areas including:

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- Health, Safety and Welfare
 - Training and Development
 - Policy and Industrial Relations
 - Operations
 - Reviews.
- 6.9 Establish appropriate procedures and processes so that industrial relations and employment matters are dealt with by Derby Homes.
- 6.10 Recognise UNISON, TGWU and GMB/MPO for consultation, negotiation and collective bargaining purposes.
- 6.11 Agree to provide time off and facilities for accredited trade union representatives similar to the provisions of Appendix 1.
- 6.12 Establish a Joint Consultative Committee in accordance with the draft Constitution at Appendix 2.
- 6.13 Establish an Employee Appeals Sub Committee.
- 6.14 Join the Council's Job Evaluation process and timetable from 1 April 2002.
- 6.15 Consider the implications of applying new policies and procedures agreed by the Council, to Derby Homes employees and where necessary make its own local agreement in consultation with the recognised trade unions.
- 6.16 Adapt the policies and procedures set out in paragraphs 1 to 4 in Appendix 3 subject to consultation with the recognised trade unions.
- 6.17 Note that regulations will be issued shortly to admit Arms Length Housing Organisations into the Local Government Pension Scheme.
- 6.18 Consult the recognised trade unions on the proposed staffing structure for Derby Homes and any changes to individuals' duties and responsibilities that may be necessary.

DERBY CITY COUNCIL

TIME OFF AND FACILITIES FOR ACCREDITED TRADE UNION REPRESENTATIVES, EXCLUDING TEACHER TRADE UNION REPRESENTATIVES

General

- 1.1 The purpose of time off for trade union duties and activities is to improve the industrial relations between the Council and its employees. This has to be balanced with the Council's operational requirements and responsibilities for providing and maintaining services.
- 1.2 Read this document together with the ACAS Code of Practice No 3 on Time off for Trade Union Duties and Activities which came into effect on 13 May 1991.
- 1.3 The Council recognises that a principal aim of trade unions is to promote their members' interests. The Council encourages employees to become members of an appropriate recognised trade union and participate in trade union duties and activities. The City Council and trade unions have a **shared** responsibility for maintaining good industrial relations.
- 1.4 Both the Council and the recognised trade unions share the responsibility to:
 - establish and maintain effective arrangements for negotiation, consultation and communication for resolving grievances and disputes
 - make sure that agreements and procedures are observed and used
 - make sure the consultation and negotiation process is effective and meets the needs of the Council and the trade unions
 - work together in a spirit of mutual trust and co-operation.

Trade Union Officials

- 2.1 An 'official' is an employee who is elected or appointed in accordance with the rules of the union to be a representative of all or some of the union's members.
- 2.2 'Lay officials' include branch officers, shop stewards, departmental representatives and safety representatives elected or appointed in each section or department to represent their members.
- 2.3 These can be classified into two groups:
 - workplace or departmental representatives and
 - senior representatives.

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- 2.4 Senior representatives will include convenors, chairs, vice chairs and secretaries of departmental and corporate consultative committees, and branch officers. Senior representatives will be given access to all departments on official business and will deal with matters that cannot be dealt with by the workplace or departmental representatives.

Election of Lay Officials

- 3.1 Trade unions must send this information to the Chief Personnel Officer:
- the name, home address and workplace address of the employee elected or appointed to serve as a lay official
 - the area of representation - that is the group of employees and establishments the representative is responsible for
 - the name of any trade union representative being replaced, where appropriate.
- 3.2 The Chief Personnel Officer will write to the chief officer advising that an employee in their department has been appointed as a lay official. A copy of the area of representation form is in Appendix 1. The trade union and the chief officer must agree the area of representation. It must be formally recorded and documented. The chief officer and lay official must sign and date the area of representation form. The chief officer must inform appropriate managers and send copies of the form to:
- the Chief Personnel Officer
 - the lay official
 - departmental personnel or staffing officers for the lay official's personal file
 - and appropriate managers.
- 3.3 The Chief Personnel Officer will:
- confirm the appointment with the trade union
 - write to the lay official and give them an accreditation card confirming their appointment and other relevant documents such as a copy of this agreement, copies of the disciplinary and grievance procedure
 - keep a central record of all appointments.
- 3.4 If a chief officer disagrees with the proposed area of representation, they must discuss the reasons with the Chief Personnel Officer and trade union. If agreement cannot be reached, the trade union can use the provisions of the grievance procedure and refer the issue directly to elected members.
- 3.5 The trade unions must inform the Chief Personnel Officer of any changes in the status of a lay official, for example, election to serve on a regional or national committee, extension of area of representation.

Time off with pay for Trade Union Duties

4.1 The Council will grant reasonable paid time off for representatives to attend meetings which form part of the Council's consultation and negotiation process. These include:

- Corporate Joint Committee and pre meetings
- Corporate Safety Committee and pre meetings
- departmental JCCs and pre meetings
- working party or group meetings and pre meetings
- other meetings as agreed from time to time by the CJC or Shadow Policy Executive.

Representatives don't need to apply in writing for time off to attend these meetings because they are arranged in advance and departments will be aware of them. However, representatives should make sure that line managers know about these commitments as far in advance as possible.

4.2 The Council will also grant reasonable paid time off for representatives involved in collective bargaining and other trade union duties directly involving the Council. These duties could include:

- terms and conditions of employment
- working conditions
- employment, or termination or suspension of employment or the duties of employment
- explanation to new employees of the role of the trade union in the workplace and the industrial relations structure
- disciplinary and grievance issues
- trade union membership or non membership
- facilities for trade unions
- negotiation, consultation and other procedures
- preparing for negotiations
- informing members about the progress of consultations or negotiations
- meetings with other trade union representatives or with full-time officers on anything concerning industrial relations between the Council and its employees
- appearing on behalf of members before an outside organisation which is dealing with an industrial relations matter concerning the Council. For example East Midlands Provincial Council, Industrial Tribunal.

4.3 Workplace or departmental representatives will be allowed reasonable time off to attend to industrial relations or health and safety issues that directly involve the group of employees or the establishment they represent. This should not normally average more than two hours a week but managers need to recognise that the need for time off may vary. This paid time off is granted on the basis that it should only be used when needed.

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- 4.4 Representatives must submit their requests for paid time off in writing to their line manager and give the date, time, expected duration and purpose of the meeting - see Appendix 2. They should complete the form and send it to the line manager at least five working days before the meeting. We realise that sometimes this will not be possible because of the urgency of the meeting. In such cases they must fill the form in afterwards.
- 4.5 Trade union representatives serving on the Corporate Joint Committee, or senior representatives may need more time off for consulting with their members. Chief Officers should take this into account when considering requests for additional time off. This is particularly relevant for senior representatives, some of who will have inter-departmental responsibilities to provide advice and deal with industrial relations across the Council.
- 4.6 The Council has agreed that senior representatives will be granted additional time off with pay to carry out their trade union duties. This additional time off is detailed in Appendix 3. The Shadow Policy Executive will review time off arrangements annually. Any increase in time off facilities required by senior representatives must be approved by the Shadow Policy Executive.

Time off with pay for Trade Union Activities

- 5.1 There is no statutory requirement to pay for time off taken on trade union activities. However, trade unions need the active participation of members in order to operate effectively and democratically. Representatives have to take part in meetings of official policy making bodies such as Executive Committee or Annual Conference.
- 5.2 The Council has given specific approval for time off with pay for trade union representatives to take part in these trade union activities:
- five days paid leave granted to each trade union for their delegates to attend their annual conference. The number of delegates for each trade union is:

* AEEU	two delegates
* GMB	two delegates
* T&GWU	two delegates
* UCATT	two delegates
* UNISON	six delegates
 - paid time off for representatives who are members of their union's national executive
 - paid time off for attending meetings directly associated with national or regional organisations that are involved in the local government consultation and negotiation machinery.

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- 5.3 Trade unions must submit their requests for paid time off for these activities to the Chief Personnel Officer at least 20 working days before the time off is required. However, we recognise that, in exceptional circumstances, it may not be possible to give 20 working days notice.
- 5.4 The Chief Personnel Officer will write to the appropriate chief officer to determine whether paid time off can be given. The Chief Personnel Officer will notify the trade union of the outcome and send a copy to the representative.
- 5.5 The Shadow Policy Executive will consider any other requests for time off, whether paid or unpaid, on an individual basis. The trade union will notify the Chief Personnel Officer who will:
- consult with chief officers
 - report the request to committee
 - advise all concerned of the decision.

Time off for trade union training and attending conferences and seminars

- 6.1 The Council will grant reasonable time off with pay for trade union representatives to attend training courses, conferences and seminars that are:
- relevant to their duties as a trade union official and
 - approved by the TUC or by the trade union of which the employee is an official.
- 6.2 Training must be related to the official's role as a representative of the work group and of the union, for example:
- knowledge of trade union organisation in the Council, including arrangements for inter-union co-operation and joint working
 - knowledge of the Council's industrial relations and health and safety policies, agreements and practices
 - understanding the role of managers, personnel officers and supervisors in industrial relations and health and safety
 - knowledge of their own role and responsibility in disputes, grievance and disciplinary procedures and the consultation and negotiation process
 - understanding the limits of their authority in industrial relations
 - knowledge of payment systems and methods of determining pay and grading systems
 - skill in preparing and presenting grievance and disciplinary cases and negotiating
 - communication skills
 - knowledge of the structure and rules of the union at national, regional and local level
 - understanding their role in the union in formulating and carrying out policy
 - understanding the scope and limitation of their authority in relation to union rules, legal provisions and the union organisation at the workplace

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- knowledge of the role of union full-time officers at national, regional and local level
 - knowledge of union services.
- 6.3 Training needs will also depend on the responsibilities the official has as a result of being elected to a particular post with the union, for example Equalities Officer, Health and Safety Officer.
- 6.4 The trade union must give at least eight weeks notice of training nominations whenever possible. The Chief Personnel Officer will liaise with the appropriate chief officer to arrange release. The trade union must send a copy of the syllabus or a summary of the course to the Chief Personnel Officer to help determine whether paid time off is appropriate.
- 6.5 The number of trade union representatives from the same area of employment granted time off for training courses at the same time, will be determined by what is reasonable in the circumstances. The operational needs of the Council must be considered.
- 6.6 These provisions apply to part-time trade union representatives attending full-time training courses:
- the representative will be paid for all hours spent on the course, including any additional enhancements or supplements normally paid
 - as an alternative to payment for the additional time spent on the course, the representative can choose to have an equivalent amount of time off in lieu
 - employees who do not normally work weekends will not receive any payment or lieu time for attending courses at weekends.

Conditions for time off

- 7.1 Trade unions and management must make sure that officers and representatives are fully aware of their role, responsibilities and functions so that time off arrangements work satisfactorily. The trade union must inform the Chief Personnel Officer in writing as soon as possible after representatives are appointed or have resigned.
- 7.2 The Council is responsible for both maintaining its services and for making the operational arrangements for time off and for cover when necessary and practical. Trade union representatives must make sure that every request for time off is referred to the appropriate officer as far in advance as is reasonable.
- 7.3 Trade union representatives must indicate the general nature of the business for which time off is required, the location and expected duration of the absence. The confidential nature of certain requests must be respected and need not be revealed.

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- 7.4 Management can request that time off be deferred because of operational reasons such as safety or maintaining services or if the notice period was not adequate. The manager must confirm the reasons for postponement in writing and agree a new date for time off to be taken. In considering postponement, both sides must consider the urgency for which the time off is required against the seriousness of any problems arising if the time off was taken.
- 7.5 Management must also make sure that representatives are given reasonable notice of meetings so they can arrange the necessary time off to attend.
- 7.6 The principle of paid time off is for time off during the employee's normal working hours. Management should try to make sure that joint meetings are arranged during the employee's working day. There is no statutory requirement to pay for time off where the duty or activity is carried out at a time when the representative would not have been at work. However, in exceptional circumstances, and where management call meetings, this will be with pay.
- 7.7 Part-time representatives attending full-time training courses will be paid for all hours spent on the training course. Paragraph 6.6 refers.

Travelling expenses

- 8 Trade union representatives who attend any joint meetings and associated pre meetings may claim travelling expenses. This is based on the public transport rate or the usual travel allowance for the job.

Subsistence allowances

- 9 The Council will not reimburse costs for meals or refreshments.

Travelling time

- 10 Travelling to and from meetings during normal working hours will be paid as if the employee was at work. We will not pay travelling time for meetings outside normal working hours except when the employee would have been paid as part of their normal working arrangements.

Additional provisions for Home Helps and employees in residential establishments

- 11.1 Where trade union representatives in residential establishments are regularly employed on day or night shifts and are required to do essential trade union duties, they will be permitted to aggregate up to a maximum of two hours a week which can be spent on trade union duties. They will then be allowed compensatory time off on the basis of **one shift** during a five week period.

- 11.2 Accredited trade union representatives employed as part-time Home Helps are permitted, where necessary, to carry out their essential trade union duties outside their normal working hours and be paid. This arrangement avoids difficulties for service users and helps management in arranging for temporary relief cover. This arrangement is only for trade union duties and not for trade union activities such as courses, conferences and meetings.

Industrial action

- 12 The Council and the recognised trade union representatives must use the agreed procedures to settle problems and avoid industrial action. Time off will be allowed for this, particularly when there is a dispute. Representatives will not be allowed time off for industrial action. However, when an official is not taking part in industrial action but is representing members involved, normal arrangements for time off with pay apply.

Failure to provide time off

- 13.1 If a trade union representative considers that the Council has failed to provide reasonable time off, they can lodge a complaint with an Industrial Tribunal. However, representatives are encouraged to use the Council's Grievance Procedure and raise it directly with their chief officer. The chief officer will seek guidance from the Chief Personnel Officer. The representative can refer their grievance to elected members if the issue cannot be resolved at that stage.
- 13.2 Alleged or suspected misuse of the Time Off and Facilities Agreement by representatives will be dealt with in accordance with the Council's Disciplinary Procedure.

Facilities for trade union representatives

- 14 The Council will provide these facilities:
- Office accommodation. A private office will be made available to these trade unions:
 - UNISON an office in the Council House
 - GMB an office at Stores Road
 - TGWU
 - AEEU an office at London Road.
 - UCATT
 - Equipment - each office will have:
 - desks
 - chairs
 - filing facilities
 - reasonable access to a telephone and directory.
 - All trade union representatives will have reasonable use of:
 - internal mail system
 - notice boards
 - photocopying facilities.

Pay

- 15.1 Trade union representatives will receive their normal pay for authorised time off. When earnings vary with the work being done, representatives will receive an average of their hourly earnings.
- 15.2 When joint meetings carry on after normal working hours or beyond the flexitime bandwidth, payment will be for the actual time spent at the meeting, as if the representative had been at work. This will be in accordance with the representative's terms and conditions of service.
- 15.3 Trade union representatives will not be paid for trade union duties and activities outside normal working hours.

Shift workers

- 16 Special consideration has to be given to trade union representatives who regularly work shifts. This is particularly the case if a substantial part of the day is taken up by joint meetings with consequent loss of sleep. If it is a short meeting, there is no major interference with the ability to get proper rest. When a representative is required to take time off for industrial relations matters and is due to work the shift before and the shift after, management must consider rearranging their working hours. If this is not possible, the representative will be allowed to take time off with pay either the shift before or the shift after. In such cases the representative will not be paid for attending the joint meeting.

Review

- 17 The Corporate Joint Committee will review the operation of these arrangements after 12 months.

**Derby City Council
Trade Union Lay Official
Area of representation for trade union duties**

Name _____ Trade Union _____

Elected or appointed as _____

Area of representation for shop steward duties and activities _____

Area of representation for health and safety _____

Name of previous lay official being replaced , if applicable _____

This is to certify that the Council recognises the person named as a _____
_____ for the purpose of being granted reasonable
time off with pay to carry out trade union duties and to attend appropriate training
courses.

Lay official's signature _____ Date _____

Chief Officer's signature _____ Date _____

Copies to: trade union representative
departmental personnel officer or staffing officer
Chief Personnel Officer

Derby City Council
Application for time off for trade union duties and activities

I request *paid/unpaid time off from work for the reason shown.
*delete as appropriate

Name _____	Trade Union _____	
Date of meeting _____	Where meeting will be held _____	
Purpose of meeting _____		

Time start _____	Time finish if known _____	Total time _____
Signature _____	Date _____	

This form should be given to your line manager at least five working days before the meeting.
A copy of the form will be returned to you.

For office use	
Name of manager _____	Date application received _____
Managers comments - application approved or not approved with comments _____	

Paid or unpaid _____	
Signature of manager _____	Date _____

Derby City Council Paid time off for Senior Representatives and Branch Officers

These senior representatives and branch officers are granted paid time off for dealing with industrial relations matters directly affecting the Council. This is a maximum entitlement each week and should only be used when needed. This should normally cover attending meetings. When additional time is necessary this must be requested in the normal way.

The time off can either be taken as a whole day or split into hours across the week, based on a maximum of 7½ hours. These arrangements must be agreed between the senior representative and their line manager.

Trade Union	Position	Time off
AEEU	Senior Steward	Half a day each week
GMB	Senior Steward	One day each week
TGWU	Branch Secretary	One day each week
UCATT	Senior Steward	One day each week
UNISON	Joint Secretaries - two	Full-time
	Assistant Secretaries - two	Two full days each week
	Health and Safety Officer	Two days each week
	Convenors - four	One day each month
	Welfare Officer	One day each month

Trade Union Side Secretary of the Corporate Joint Committee

The trade union side secretary of the CJC is granted one day off each week with pay to carry out the duties associated with this appointment.

CONSTITUTION FOR DERBY HOMES JOINT CONSULTATIVE COMMITTEE

1 Name of Committee

The Committee is called the Derby Homes Joint Consultative Committee.

2 Objectives

The Committee's objectives are:

- a) to promote good industrial relations and enable the representatives of Derby Homes and its employees to meet so that the aims of Derby Homes may be achieved and its efficiency improved
- b) to provide a means for regular consultation and negotiation on matters of joint interest that affect employees of Derby Homes
- c) to give employees through their trade union representatives the opportunity to play a greater part and take more responsibility for the conditions under which their work is performed

and

- d) exchange opinions and seek ways to jointly agree with the trade unions how to tackle problems affecting employees in the department.

3 Functions

In support of these objectives, the following issues are included in the Committee's terms of reference:

- a) allocation of duties, duty rotas and working hours
- b) provision and use of materials and equipment
- c) content and programmes of local training
- d) general health, safety and welfare
- e) general application of disciplinary rules and grievance procedures
- f) general application of recruitment, selection and promotion procedures
- g) application and interpretation of conditions of service and agreements

and

- h) such other matters that are mutually agreed.

4 Representation

4.1 The Committee will consist of:

- management representatives
- trade union representatives appointed by the recognised trade unions.

4.2 The management side representatives are:

- five representatives – to be determined.

4.3 The trade union representation is allocated as follows:

Union	Seats
UNISON	(
TGWU	(To be determined
GMB/MPO	(

The trade unions must send the names and addresses of their representatives to the Personnel Officer and also notify him/her of any changes.

4.4 One full-time official of each of the trade unions may attend all committee meetings as ex-officio members, but without the right to vote.

4.5 Members of the committee retire annually and are eligible for reappointment. An equal number of named substitute representatives can be appointed by his/her organisation. If a member is unable to attend any meeting, a named substitute may attend in his/her place.

4.6 The level of representation on both sides will be kept under review and amended by joint agreement as appropriate to meet changing circumstances.

5 Chair

A member of the Derby Homes Board will retain the chair and this will be confirmed at the start of each calendar year.

6 Trade Union Side Secretary

The trade union side will nominate a secretary and the appointment will be confirmed at the start of each calendar year.

7 Employer's Side Secretary

The Personnel Officer for Derby Homes will act as the employer's side secretary and the appointment will be confirmed at the start of each calendar year. The employer's side secretary is responsible for minutes and arranging meetings. The joint secretaries are responsible for agreeing the agenda and minutes.

8 Advisers

Either side may bring to the meeting people with a specialist knowledge in a consultative or advisory capacity but without the right to vote. The attendance of such people must be notified in advance to the joint secretaries who will, as necessary, provide them with documents for the meeting. This paragraph does not affect the rights to full-time trade union officials in paragraph 4.4.

9 Procedure

9.1 Calling of meetings

The committee will be scheduled to meet quarterly. Dates will be fixed at the first meeting in each calendar year. The chair and trade union side secretary may together call a meeting at any time. The notice requesting the meeting must state what business will be considered. Additional business may also be considered if both sides agree.

Trade union members of the committee and any employee who attends in an advisory/observer capacity will receive their normal earnings including bonus and/or plus payments if payable in respect of any time they have to spend in attending meetings of the committee and any pre-meetings. Where meetings of the committee occur when a member of the trade union side should otherwise have been off duty, attendance will be regarded as overtime and paid for accordingly. Members of the trade union side who incur travelling expenses to attend the meeting during normal working hours, will be reimbursed. Separate meetings of the management side and of the trade union side of the committee will take place immediately prior to the meeting of the Joint Consultative Committee and facilities for this purpose will be provided at the venue of the meeting.

9.2 Right of trade union side to meet in advance

The trade union side members will meet with departmental representatives approximately three weeks before each committee meeting to consider and submit items for the agenda.

9.3 Agenda items and circulation of minutes

Items should normally be discussed with departmental management depending on the nature of the issue before being submitted for inclusion on the agenda.

Items for inclusion on the agenda must reach the employer's secretary 14 days before the day of the meeting. Items for an emergency or urgent nature may however be raised at the meeting. The employer's side secretary will circulate agendas and minutes of the previous meeting seven days before the day of the meeting. Minutes of meetings will be circulated to all trade union representatives and displayed on notice boards with the organisation.

9.4 Quorum

The quorum for the committee meeting is _____ employee representatives and _____ employer representatives. An inquorate meeting will be reconvened.

9.5 Voting

No resolution will be carried unless it has been approved by a majority of the members present on each side of the committee.

9.6 Disagreement

If the committee is unable to arrive at an agreement or either side disagrees with a recommendation, the matter in dispute/difference will be referred to the Board.

Note

The Board will need to determine where these issues are considered, for example, by a Dispute Resolution Panel.

10 Minutes of meetings

The minutes from each meeting will be referred to the Board for information and action where appropriate.

11 Review

The operation of this committee will be jointly reviewed after one year or earlier by mutual agreement.

Derby Homes – Employment Policies and Procedures**1 *Currently in the Personnel Handbook***

Abuse, Aggression and Violence Code
Accidents, Disease and Danger reporting
Achievement and Development Scheme
Alcohol and Drug Problems Code
Attendance Monitoring Procedure
Bad Weather Arrangements
Bereavement, and other Urgent Leave Policy
Car Loans
Conference or Seminar Attendance Guide
Disciplinary Procedure
Disciplinary Procedure Managers Guide
Display Screen Equipment Code
Flexible Hours Employee Guide
Flexible Hours Timesheet
Flexible Hours Managers Guide
Grievance Procedure
Grievance Procedure Managers Guide
Health and Safety Policy
HIV and Infectious Diseases Guide
Ill Health Procedure
Improving Employee Performance Policy
Improving Employee Performance Managers guide
Job sharing Policy
Leave and Time off Policies
Lone Working Code
Notice Periods
Overpayments Procedure
Parent Leave Policy
Pay and Payments Code
Personal Files
Private Phone Calls Code
Protection of Earnings Policy
Qualification Training Scheme Policy and Procedure
Qualification Training Scheme Employee Guide
Redeployment Policy
Regrading Procedure
Retirement and Pay
Sick Pay and Sick Leave Code
Telephone Allowance scheme
Trade Union Time Off Facilities
Voluntary Redundancy, VER, and Early Retirement Guide

2 **To be added to the Personnel Handbook in the near future**

Training and Development Policy
Return to work after sickness absence – guidance for managers

3 **Policies and initiatives recently agreed by Corporate Joint Committee – to be included in the Personnel Handbook**

Amendments to the Attendance Monitoring Procedure
Recruitment Advertising
Employee Secondments
Employees' Religious and Cultural Needs – Managers' Guidance

4 **Policies not included in the Personnel Handbook but recommended for adoption by Derby Homes:**

Maternity Information Pack
Lease Cars Scheme
Travel and subsistence – currently being amended
Internet and Email Policy
Equalities Policy
Disabled people working for Derby City Council - currently being amended
Harassment policy – to be re-named Dignity at Work - currently being amended
Car parking
Recruitment and Selection

5 **Issues identified for priority consideration by the Conditions of Service Working Party**

Lieu time
Casual, temporary and fixed term contracts
Ex-gratia payments/loss or damage to personal property
Gratuity scheme
Injury allowances
Occupational Stress Policy – work started
Code of Conduct – to include “whistleblowing” – Initial draft document prepared
Long service awards – report to Chief Officer Group 9 January 2002
Confidential Reporting Code – document prepared for consultation with the trade unions early in the new year

6 **Outstanding issues**

Redundancy – policy and procedure
Employee suggestion scheme
36¼ hour working week – transferred employees
Honorary
Cycling scheme
Smoking policy
Counselling service

DATED

20 []

DERBY CITY COUNCIL (1)

- and -

DERBY HOMES LIMITED (2)

**AGREEMENT FOR
HOUSING MANAGEMENT AND OTHER SERVICES**

AND

DELEGATION OF CERTAIN COUNCIL RESPONSIBILITIES

Anthony Collins Solicitors

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THIS AGREEMENT is made the

day of

20[]

BETWEEN:

- (1) **DERBY CITY COUNCIL** of The Council House, Corporation Road, Derby, DE1 2FS (“the Council”); and
- (2) **DERBY HOMES LIMITED** whose registered office is situate at Second Floor, South Point, Cardinal Square, 10 Nottingham Road, Derby , DE1 3QT (“the Organisation”).

WHEREAS

- (A) The Council is the local housing authority for its area pursuant to Sections 1 and 2 of the Housing Act 1985 and pursuant to the functions contained in that Act provides housing accommodation and exercises general management, regulation and control of its housing accommodation.
- (B) Pursuant to Section 27 of the Housing Act 1985 and with the approval of the Secretary of State and pursuant also to Section 2 of the Local Government Act 2000 and all other enabling powers the Council agrees that a third party exercises such of the Council’s functions and undertakes such activities pursuant to such functions as are herein specified¹.
- (C) The Council and the Organisation have agreed that the Organisation shall provide and the Council shall co-operate with it in providing the Services in the manner and upon the terms hereinafter set out.

IT IS AGREED as follows:

PART A - PARTNERING IN DELIVERY BETWEEN THE ORGANISATION AND THE COUNCIL

1 THE DELIVERY PLAN

The Organisation shall deliver the Delivery Plan which in its initial form is set out in Annex 1 and which as to its format for future years is set out in Annex 2. The Delivery Plan:

- 1.1 sets all the outputs of the Organisation, the key performance requirements of the Services and includes the performance standards expected;
- 1.2 includes the overall strategy of the Organisation and how the Organisation will deliver the key strategic goals of the Council and the community the Council represents;
- 1.3 details the financial and staffing resources required to enable the Organisation to deliver the Delivery Plan and perform the Services with skill, care and diligence.

2 COMMITMENT TO THE COMMUNITY

The Services to be carried out by the Organisation are set out in the Delivery Plan and are part of an important relationship between the Council and the community it represents. The Organisation through the Delivery Plan and the Annual Performance Plan will ensure that all its policies and activities support the objectives of all relevant Council strategies (“the Strategies”) which are entitled, relate to or are the equivalent of the items as

contained in the City Council's Budget and Policy Framework as set out within the City Council's Constitution.

For such purposes the Organisation shall:

- 2.1 ensure all staff are trained and understand the Strategies;
- 2.2 provide information to help the Council up date and develop the Strategies;
- 2.3 demonstrate in the Annual Performance Plan how resources will be used to meet the objectives of the Strategies.

3 EQUAL OPPORTUNITIES

The Council has a strong commitment to equal opportunities and in providing the Services the Organisation shall operate equal opportunity policies and procedures in all aspects of its work. By implementing these policies and procedures the Organisation shall ensure that it does not discriminate against any person or other organisation on the grounds of race, ethnic origin, disability, nationality, gender, sexuality, age, class, appearance, religion, responsibility for dependants, unrelated criminal activities, being HIV positive or having AIDS, or any other matter which causes a person to be treated with injustice.

- 3.1 The Organisation shall follow the best professional practice in relation to equal opportunities and in particular (but without limitation) shall comply with:-
 - 3.1.1 all relevant legislation as well as statutory and other official guidance and codes of practice;
 - 3.1.2 the Council's own equal opportunities policies as the same may be adopted and amended from time to time.
- 3.2 The Organisation shall adopt and apply an Equal Opportunity Policy which shall be equivalent or broadly similar to the Council's own Equal Opportunity Policy which forms Annex 5. The application of this policy must include how the Organisation:-
 - 3.2.1 employs and recruits staff;
 - 3.2.2 deals with board membership and other issues arising from its constitution;
 - 3.2.3 handles racial disputes and harassment;
 - 3.2.4 commissions contractors, consultants and agents;
 - 3.2.5 implements the Delivery Plan.
- 3.3 The Organisation shall provide such information as the Council may reasonably request for the purpose of assessing the Organisation's compliance with this Clause 3.

4 TENANT INVOLVEMENT

The Council has a partnering relationship with its tenants and leaseholders and to further this relationship the Organisation will honour its own Tenant Compact (based on the Council's existing Tenant Compact) so as to support and encourage tenant involvement. The initial form of the Organisation's Tenant Compact forms Annex 4 and the Delivery Plan will include sufficient resources to ensure that the objectives of the Organisation's Tenant Compact are met.

- 4.1 The Organisation's Tenant Compact will be amended from time to time so far as necessary to comply with all statutory requirements and other official guidance issued from time to time and follow best professional practice.
- 4.2 The Organisation's Tenant Compact objectives will be reviewed and consulted upon annually and sufficient resources will be provided for in the Delivery Plan to deliver these objectives.
- 4.3 The Organisation's Tenant Compact will include strategies for involving 'difficult to reach' groups and those tenants who do not normally get involved in the management of their homes.
- 4.4 A summary of the Annual Performance Plan will be provided to the Council Representative for approval and on receipt of approval will be forwarded to every household affected.

PART B – PERFORMANCE RESPONSIBILITIES OF THE COUNCIL

5 BEST VALUE

- 5.1 The Council is subject to Best Value and must make arrangements to secure continuous improvement in the way in which its functions are exercised having regard to a combination of economy, efficiency and effectiveness. In discharging its responsibilities under this Agreement the Organisation must make arrangements to secure continuous improvement in the way its objects are achieved and the services are performed having regard to a combination of economy, efficiency and effectiveness.
- 5.2 The Council following the receipt of the Annual Performance Plan will consider whether the Council through the Organisation should continue to exercise a particular function or perform a particular service and will consider the level and the way in which it should exercise that function or service. The Council will also consider its objectives and strategies in relation to that function. Any variations to this Agreement following such consideration shall be effected in accordance with Clause 63.
- 5.3 The Annual Performance Plan shall be agreed and the ALMO Service Reviews shall be carried out in accordance with Clauses 7 and 8 respectively.
- 5.4 The Council shall notify in writing to the Organisation any changes to the Best Value Performance Indicators relating to the services within twenty (20) Working Days of any change being published by DTLR and/or the Audit Commission and/or the Council (as appropriate).
- 5.5 The Organisation shall undertake or refrain from undertaking such actions as the Council shall request to enable the Council to comply with Best Value including, without limitation:
 - 5.5.1 supporting and assisting the Council in meeting Best Value in respect of the services including the preparation by the Council of Best Value Performance Plans and Best Value Reviews;
 - 5.5.2 complying with requests for information, data or other assistance made by the Council in pursuance of Best Value including, without limitation to:
 - 5.5.2.1 enabling the Council to prepare any Best Value Performance Plan;
 - 5.5.2.2 enabling the Council to conduct a Best Value Review;
 - 5.5.2.3 facilitating the audit of the Council's Best Value Performance Plan by the Council's auditor pursuant to Section 7 LGA 1999;

- 5.5.2.4 facilitating the Council preparing any statement, in response to a Council's auditors report, pursuant to Section 9 LGA 1999;
- 5.5.2.5 facilitating any inspection undertaken with a view to verifying the Council's compliance with Best Value pursuant to Sections 10 and 11 LGA 1999;
- 5.5.2.6 assisting the Council in relation to any action taken by the Secretary of State under Section 15 LGA 1999; and
- 5.5.2.7 enabling the Council to comply with the Publication of Information Direction 1999;
- 5.5.3 attending at such meetings in the course of complying with Clauses 6 to 9 inclusive and Clause 33 as the Council may reasonably require, including meetings with the Council's auditor and the Audit Commission.

PART C – PERFORMANCE RESPONSIBILITIES OF THE ORGANISATION

6 FUTURE DELIVERY PLANS

- 6.1 The Organisation shall provide to the Council's Representative by 1st May 2002 an initial draft of the Annual Sections of the Delivery Plan for the first year following the Commencement Date in the Delivery Plan Format. The sections of the Delivery Plan comprising the financial plan the performance plan and the resourcing plan will be received on this annual basis. The section of the Delivery Plan comprising the service delivery plan shall be reviewed concurrently with the other sections unless the Delivery Plan Format provides for more frequent reviews (in which event the parties shall carry out such review procedures as are stipulated in the Delivery Plan Format and the annual reviews provided for below in this Clause shall accommodate the result of intervening reviews). The section of the Delivery Plan comprising the capital programme will be reviewed so as to enable the Council (a) to make its housing investment programme bid to the Government in July each year and (b) to settle the revenue and capital programme, fix rents and determine the following year's schemes in January each year in response to the Housing Revenue Account subsidy announcement by the Government in the preceding December. After the first year the Organisation shall provide to the Council by 1st May in each calendar year a draft of the Annual Sections of the Delivery Plan for the year following the next anniversary of the Commencement Date in the Delivery Plan Format.
- 6.2 The Delivery Plan will include an action plan setting out the Organisation's suggested measures that might be taken by the Organisation, the Council or other organisations further to improve the Services PROVIDED THAT against any measure which it considers might be taken by the Organisation itself, the Organisation shall set out whether the implementation of such measure would result in any upward or downward variation of the Delivery Plan if the measure were to be a variation under the provisions of Clause 63.
- 6.3 When submitting the draft of the Annual Sections of the Delivery Plan each year to the Council's Representative the Organisation shall make suggestions for possible improvements in or development of the Services. The Council will consider any such suggestions but it will be under no obligation to adopt any or all of them.
- 6.4 The Council shall give due consideration to the draft Delivery Plan and shall within fifteen (15) Working Days of receipt of the Annual Sections of the Delivery Plan notify the Organisation as to whether such sections are agreed.

- 6.5 If the Council shall notify the Organisation that the draft Delivery Plan is not acceptable, it shall further notify the Organisation of any changes required.
- 6.6 Senior officers of the Council and the Relevant Tenant Representative Body will meet with nominated Board Members of the Organisation and the Chief Executive of the Organisation within thirty (30) Working Days of the receipt by the Council of the Annual Sections of the said draft Delivery Plan to review the draft Delivery Plan and to review the previous year's performance against the targets set out in that year's Delivery Plan.
- 6.7 This meeting will form part of a series of meetings between senior officers of the Council the Relevant Tenant Representative Body nominated Board Members of the Organisation and the Chief Executive of the Organisation (the "Delivery Plan Meetings"). The Delivery Plan Meetings will take place once every three months (or more frequently if required by other provisions of this Agreement or otherwise reasonably requested by either the Council or the Organisation).
- 6.8 Where the Council is not satisfied with the Organisation's performance following the review in Clause 6.6 the Council shall be entitled to issue instructions to the Organisation to implement any measures which the Council may deem necessary to perform the current Delivery Plan. These measures will be reflected so far as necessary in the draft Delivery Plan.
- 6.9 If the Organisation does not so agree such changes the changes notified by the Council shall be deemed to be incorporated as modifications to the draft Delivery Plan and the draft Delivery Plan as so modified shall be the current Delivery Plan
- 6.10 The Council will use the relevant part of the Delivery Plan in compiling the Council's own Housing Revenue Account business plan and in conducting any of its own best value reviews.
- 6.11 In the event that notwithstanding any measures taken pursuant to this Clause the Organisation continues to fail to demonstrate that the Agreement and the Services represent best value the Council shall be entitled if necessary to terminate this Agreement.
- 6.12 There shall be one formal meeting each year to which the elected members of the Council, Board Members of the Organisation and nominees of the relevant tenant representative body shall be invited to discuss that year's Delivery Plan and review the Organisation's performance.

7 THE ANNUAL PERFORMANCE PLAN

- 7.1 Throughout the Contract Period the parties shall work together to ensure that the Agreement and the Organisation's performance of the Services represents value for money and best value generally and achieves continuous improvement for the benefit of the Council.
- 7.2 In addition to any requirements in the Delivery Plan Format the Organisation's Annual Performance Plan shall contain the following matters:-
- 7.2.1 an analysis of the Organisation's objectives in respect of the Services;
- 7.2.2 an analysis of the Services throughout the previous twelve months, focusing on those areas which were successful and unsuccessful;
- 7.2.3 an identification in the Organisation's view of the reason for the successes and failures referred to in Clause 7.2.2 recognising that (a) some of the matters may be due to the Organisation's performance of the Services (or that of its sub-contractors, Staff or agents), (b) others may be due to the actions or omissions of the Council, other companies

engaged by the Council and/or the Council's staff and (c) other matters may be due to external or other circumstances;

- 7.2.4 performance targets (based on Best Value Performance Indicators as a minimum) for the subsequent year compared with performance in the current year;
- 7.2.5 a timetable of planned ALMO Service Reviews and a summary of any previous ALMO Service Reviews and their relationship to relevant Best Value Reviews undertaken by the Council;
- 7.2.6 any other matters specified by the Secretary of State under Section 6 of the Local Government Act 1999 in connection with the relevant parts of the Best Value Performance Plan;
- 7.2.7 an action plan as described in Clause 6.2.
- 7.3 The submission of the Annual Performance Plan by the Organisation to the Council as part of the Delivery Plan shall be without prejudice to any monitoring or performance review which may be carried out by the Council under any of the other terms of the Agreement (including but not limited to Clause 7.5).
- 7.4 The Council will use the Annual Performance Plan in compiling the Council's own annual performance plan and in conducting any Best Value Reviews (whether relating wholly or partly to housing or cross-cutting or otherwise).
- 7.5 At any time following any failure by the Organisation properly to perform its obligations under Clauses 7 and 8 the Council shall be entitled to carry out itself (or to engage a third party to carry out) a review of the Services or any part thereof, including an ALMO Service Review. The Organisation shall offer all necessary assistance to the Council and any third party in the carrying out of such review and shall attend such meetings and provide such documents and information as may reasonably be necessary for this purpose.
- 7.6 The Organisation shall carry out any measure reasonably required by the Council or recommended by the Secretary of State or the Audit Commission in order to achieve best value and value for money. The Organisation shall co-operate and assist fully with the Council, the Secretary of State and the Audit Commission during any best value inspection.
- 7.7 Any disputes between the parties in relation to this Clause 7 may be referred by either party to the dispute resolution procedure and, if necessary, the Expert in accordance with Clause 67.

8 THE ALMO SERVICE REVIEWS

- 8.1 According to the timetable set out in the Annual Performance Plan and in addition to any requirements in the Delivery Plan Format the Organisation shall conduct ALMO Service Reviews which enable the Council to:-
 - 8.1.1 analyse whether the Organisation should be providing the Services and the level at which the Services are provided;
 - 8.1.2 analyse the Organisation's objectives in providing the Services;
 - 8.1.3 assess the Organisation's performance in providing the Services by reference to any relevant Best Value Performance indicators

- 8.1.4 consult with the Council and other appropriate best value authorities (as defined in Section 1 of the Local Government Act 1999) and all other appropriate stakeholders and interested parties about the provision of the Services;
- 8.1.5 assess the competitiveness of the Organisation's performance in providing the Services by comparison with similar service providers;
- 8.1.6 meet the Council's statutory obligations to review all functions over a 5 year cycle;
- 8.1.7 address any other matters specified and any guidance issued by the Secretary of State under Section 5 of the Local Government Act 1999.
- 8.2 Without prejudice to the specific requirements of Clause 8.1 the Organisation shall assist the Council in conducting any and all of the Council's Best Value Reviews (whether relating wholly or partly to housing or cross-cutting or otherwise)

9 PERFORMANCE INDICATORS

Whenever reasonably requested to do so by the Council the Organisation shall provide to the Council such information and data as are necessary to establish whether or to what extent the Organisation's performances of the Services matches the Best Value Performance Indicators.

10 OFFICIAL RETURNS, HOUSING INSPECTIONS ETC

- 10.1 The Organisation shall keep and maintain all necessary information and shall provide all necessary assistance to enable the Council to complete all necessary returns of housing statistics and other information relating to the Services including but without limitation:-
 - 10.1.1 returns to Government and Government Agencies;
 - 10.1.2 Housing Revenue Subsidy claim forms;
 - 10.1.3 Housing Investment Programme submissions;
 - 10.1.4 returns to the Chartered Institute of Public Finance and Accountancy;
 - 10.1.5 information required by the Audit Commission (including, without limitation information to be provided in connection with Clause 34 [Audits];
 - 10.1.6 information required for the purposes of compliance with Best Value Reviews, Best Value Performance Plans, audits and inspections and any other such performance-related information which may be required by the Council on either a monthly, quarterly or annual basis, from time to time;
 - 10.1.7 information to be provided in connection with any investigation by the District Auditor, Ombudsman or similar persons or bodies as described in Clause 33.1 [Provision of Information]; and
 - 10.1.8 information to be provided to the Housing Corporation.
- 10.2 The Organisation shall supply the Council with such assistance and information as the Council may reasonably require to enable it to allocate such expenditure as the Council may incur under this Agreement between its general fund and housing revenue accounts.

- 10.3 The Organisation will provide such information as the Council from time to time shall reasonably require to permit the Council to complete management reports (whether of a regular, cyclical or ad hoc nature) on the provision of the Services.

PART D – STRATEGIC RESPONSIBILITIES OF THE ORGANISATION

11 ADVICE AND SUPPORT IN DEVELOPING CORPORATE STRATEGIES AND REVIEWS IN THE COUNCIL

The Organisation will be a “strategic partner” of the Council and a significant user of the Council’s services. The views of the Organisation as a stakeholder, a service user and service provider will be essential in the development of the Council’s corporate strategies and reviews of services. The Organisation will respond promptly to consultation requests on such corporate issues and will provide information as required.

12 REPRESENTING THE COUNCIL IN RELATED OR “PARTNERSHIP” ACTIVITY

The Organisation will at the request of the Council’s Representative or in pursuit of Delivery Plan objectives work with other agencies, bodies and organisations in partnerships, for as and projects. This might include (but not be limited to) area and other consultative for as, community safety meetings, regeneration partnerships and social services case conferences.

PART E – STRATEGIC RESPONSIBILITIES OF THE COUNCIL

13 CONSULTATION WITH STATUTORY AND OTHER BODIES

- 13.1 The Council’s Representative shall carry out any and all consultations and negotiations with statutory or voluntary bodies in relation to such matters as shall from time to time be stipulated by the Council’s Representative and the Organisation shall when required to do so by the Council’s Representative provide information, advice and assistance to support such consultations or negotiations.

- 13.2 Subject to Clause 13.1 the Organisation shall carry out all other consultations or negotiations with the said statutory or voluntary bodies and shall respond to any enquiries from such bodies in relation to the circumstances of individual tenants or applicants for accommodation on such a basis (as to confidentially and otherwise) as is appropriate and consistent with both the Organisation’s and the Council’s legal obligations and duties.

14 CONSULTATION WITH TENANTS

Without prejudice to its continuing obligations under Section 105 of the Housing Act 1985 the Council shall whenever reasonably requested by the Organisation to do so or otherwise as the Council shall deem appropriate in connection with the Services consult with its tenants about the subject-matter of this Agreement.

PART F – RESPONSIBILITIES OF THE ORGANISATION

15 FUNCTIONS DELEGATED

The functions and activities pursuant to those functions delegated by the Council for the purposes of this Agreement shall be those functions or activities identified in Annex 3 as he responsibility of the Organisation.

16 PROVIDING THE SERVICES

- 16.1 In consideration of the Management Fee the Organisation shall at all times perform the Services to the satisfaction of the Council's Representative in accordance with the duty (hereby acknowledged) the Organisation to perform the Services with all due skill, care and diligence and in accordance and otherwise in compliance with:-
- 16.1.1 the Delivery Plan and in particular (but without limitation) the key performance requirements of the Services set out therein;
 - 16.1.2 any current Best Value Performance Indicators which are relevant to the performance of the Services or any part thereof;
 - 16.1.3 Council Guidelines and in particular (but without limitation) those relating to customer care;
 - 16.1.4 any reasonable instructions issued to the Organisation by the Council Representative pursuant to or in connection with the Agreement
 - 16.1.5 all legislation;
 - 16.1.6 in a manner which shall preserve, promote and enhance and shall not prejudice the reputation and interests of the Council;
 - 16.1.7 in good and full co-operation with any other company or consultant engaged by the Council to carry out related or relevant works or services on behalf of the Council; and
 - 16.1.8 in a manner which has regard to the interests and welfare of tenants and/or residents and the management and maintenance of the Dwellings to a high standard.
- 16.2 The Organisation shall inform the Council's Representative promptly of and confirm in writing if the Organisation is unable or fails to provide the Services or any part thereof, or if the Organisation is aware of anything of whatsoever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Organisation from complying with the Agreement giving details of the circumstances, reasons and likely duration. The provision of information under this Clause shall not in any way release or excuse the Organisation from any of its obligations under the Agreement.
- 16.3 Should the Organisation require any further instruction or information which is necessary for or in connection with the provision of the Services, the Organisation shall make a written application in adequate detail for the same to the Council's Representative.
- 16.4 The Organisation shall at all times during the provision of the Services allow the Council's Representative and such persons as may from time to time be nominated by the Council's Representative access to:
- 16.4.1 all offices and work places of the Organisation for the purpose of monitoring and inspecting work being performed in order to provide the Services;
 - 16.4.2 all offices and work places of the Organisation for the purpose of inspecting any or all records and documents in the possession, custody or control of the Organisation in connection with the provision of the Services;

- 16.4.3 any personnel or agents of the Organisation for the purpose of interviewing such persons in connection with the provision of the Services;
- 16.4.4 technology, resources, equipment, systems, and procedures used or proposed to be used in connection with the provision of the Services.
- 16.5 The Organisation shall adopt and comply with similar or equivalent Financial Procedure Rules and Contract Rules to those set out in the City Council's Constitution.
- 16.6 If the Organisation is unable or fails to provide the Services or any part thereof in accordance with the requirements of Clause 16.1, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred thereby shall (if and to the extent the Council so determines) be reflected in a variation to the then Delivery Plan. The Council's rights under this Clause 16.6 shall be without prejudice to any other rights or remedies which it may possess.
- 16.7 The Organisation shall as may be necessary or desirable co-operate, liaise with, and co-ordinate its activities with those of any other companies or any company or sub-contractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other services provided by or on behalf of or to the Council. In particular (but without limitation) the Organisation shall take all practicable steps to ensure that at the expiry or earlier termination of this Agreement any subsequent company or the Council's own employees can immediately provide services to the Council on the same basis and to the same standard as set out herein.
- 16.8 The Organisation shall maintain such quality management systems and procedures as are appropriate to enable the Organisation to ensure that the Services are always provided to the Contract Standard and the Organisation shall afford the Council full access to such systems and procedures for audit or other purposes. In the event that the Organisation fails to comply with this Clause the Council shall be entitled to:-
- 16.8.1 establish its own quality management systems and procedures, and
- 16.8.2 require the Organisation to use the same.
- 16.9 The Organisation from its own resources shall join and co-operate with the Council in such tenant consultation and liaison as the Council may reasonably require from time to time.
- 16.10 In addition to the agreed procedures for office opening and availability of staff set out in the Delivery Plan, the Organisation will ensure that in the event of any emergency or significant unforeseen difficulty occurring with respect to the delivery of the Services appropriate Organisation personnel will advise the Council's Representative as a matter of urgency and will continue to take responsibility for the situation until it is agreed by the Council's Representative that responsibility may be handed over to another agency or authority.
- 16.11 The Organisation shall not, whether itself, or by any director to be engaged in the provision of the Services, or by any person employed by it to provide the Services, solicit or accept any gratuity, tip or any other form of money or take any reward or make any unauthorised charge for any part of the Services.

- 16.12 The Organisation shall not permit its interests to interfere or conflict with its duty (which the Organisation hereby acknowledges) to provide the Services in the utmost good faith.

17 STATUTORY REQUIREMENTS

- 17.1 Without prejudice to the particularity of other Clauses in this Agreement the Organisation shall comply with all statutory requirements to be observed and performed in connection with the Services.
- 17.2 Without prejudice to the generality of the foregoing, the Organisation shall comply with sections 5 to 10 inclusive of the Local Authorities (Companies) Order 1995.

18 VARIATIONS TO TENANCY AGREEMENTS

The Organisation shall not vary or accept or acquiesce in any variation to the Council's form of secure tenancy agreement or conditions or any handbook or other provisions incorporated therein without the prior written consent of the Council provided by the Council's Representative.

19 THE ORGANISATION'S PERSONNEL

- 19.1 The Organisation shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Agreement.
- 19.2 The Organisation's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Organisation shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:
- 19.2.1 the task or tasks such persons have to perform;
 - 19.2.2 all relevant provisions of the Agreement;
 - 19.2.3 all the Council's Guidelines in relation to customer care;
 - 19.2.4 all relevant policies, rules, procedures, standards and Standing Orders and Financial Regulations of the Council;
 - 19.2.5 all relevant rules, procedures, statutory requirements and EC Directives concerning health and safety, including the Council's health and safety policy.
- 19.3 The Council's Representative shall, upon giving notice in writing, have the power to require the Organisation (but not unreasonably or vexatiously) to remove from the provision of the Services or a specified part thereof any personnel of the Organisation specified in such notice, including the Organisation's Representative. The Organisation shall forthwith remove such personnel from the provision of the Services or the specified part thereof and shall immediately provide a replacement unless the Council determines otherwise.
- 19.4 If the circumstances under which the Services are provided are such that any personnel of the Organisation are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) then the Organisation shall ensure that all personnel engaged in the provision of the Services shall provide information in accordance with the said Act

and Order about convictions which would otherwise be spent under the provisions of the said Act. The Organisation shall disclose to the Council's Representative the names and addresses and sufficient information and as appropriate all convictions of its personnel engaged in and about the provision of the Services to enable the Council to make or require the Organisation to make proper checks. The Council may (but not unreasonably or vexatiously) require such personnel to be removed from the provision of the Services or a specified part thereof.

- 19.5 [The Council shall in no circumstances be liable either to the Organisation or to such personnel in respect of any cost, expenses, liability, loss or damage occasioned by any removal effected in accordance with Clauses 19.3 and 19.4]
- 19.6 [At the expiry of the Term or upon earlier or part termination of this Agreement the Council shall be entitled but shall not be obliged (subject to the application of the Regulations) to offer employment to any person employed by the Organisation in the performance or supervision of the Services and in the event of such person accepting employment with the Council the Organisation shall forthwith release such person from all contracts of service]

20 CONTROL AND SUPERVISION OF THE ORGANISATION'S PERSONNEL

- 20.1 The Organisation shall appoint a senior person as its representative empowered to act on behalf of the Organisation for all purposes connected with the Agreement.
- 20.2 The Organisation shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of the person appointed as the Organisation's Representative and of any subsequent appointment.
- 20.3 The Organisation shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person authorised to act for any period as deputy for the Organisation's Representative and when such deputy ceases to be so authorised.
- 20.4 The Organisation shall ensure that the Organisation's Representative, or a competent deputy, duly authorised by the Organisation to act on its behalf, is present at all work places of the Organisation, where work in connection with the Services is being carried out, and available to meet the Council's Representative at all reasonable times.
- 20.5 The Organisation shall provide and shall ensure that its personnel wear at all times, when engaged in the provision of the Services, such identification (including photographic identification) as may be specified by the Council, and shall ensure that when requested to do so any personnel of the Organisation shall disclose their identity and status as personnel of the Organisation.

21 USE OF ASSETS

- 21.1 The Organisation shall at all times during the Term provide such vehicles, equipment and other assets (hereinafter together referred to as "Assets") and materials as may be necessary from time to time for the provision of the Services, other than those Assets provided by the Council and referred to hereunder as Council's Assets as set out in the Second Schedule
- 21.2 The Organisation shall be responsible for the maintenance and (where necessary) replacement of all Assets including the Council's Assets.
- 21.3 The Organisation shall renew or replace any of the Council's Assets whenever necessary so as to ensure compliance with the Organisation's obligations under this Clause 21 and

all the provisions of this Clause 21 shall thereupon apply to such renewals or replacements;

- 21.4 The Organisation shall be responsible for the security of such of the Council's Assets which it is permitted to use both when in use and when not in use;
- 21.5 Upon the determination of this Agreement howsoever caused the Organisation shall forthwith return to the Council (or as otherwise directed by the Council) free from encumbrances the Council's Assets in good and serviceable repair and condition
- 21.6 In respect of any of the Council's Assets which are leased the Organisation shall comply with the terms and conditions of such leases and at the expiry or earlier determination of such leases return the said Council's Assets to the lessor or otherwise as the Council shall direct.
- 21.7 All Assets employed by the Organisation in the performance of the Services at any time must be either owned or hired by the Organisation pursuant to a contract of simple hire (and not hire purchase) (the "Hire Contract") the benefit of which contract must be capable of assignment by the Organisation to the Council or to an organisation nominated by the Council for the purpose of carrying out the Services (or any of them) so that the Services may be continued to be provided by a third party in the event of the termination of this Agreement for any reason.
- 21.8 The Organisation shall ensure that any such Hire Contract requires the owner of the relevant Assets to hire the Assets to the Council on the same terms as the Assets were hired to the Organisation save that the Council shall be entitled to permit the use of the Assets by any other body or person providing the Services (or any of them) or such other organisation providing the Services (or any of them) on behalf of the Council PROVIDED THAT the Council shall have served on the said owner after termination of this Agreement notice in writing requiring compliance with the said provision of the Hire Contract and upon the Council undertaking to pay all hire charges from the date of such notice
- 21.9 The Organisation shall at all times be responsible for any necessary licensing and for the payment of all licensing fees, taxes and insurances as may be required in connection with the possession or use of all Assets employed in the provision of the Services.
- 21.10 The Organisation shall put, keep and maintain all Assets employed in the performance of the Services at all times in good and serviceable repair and in such condition as is required for the proper performance by the Organisation of its obligations under the Agreement
- 21.11 All Assets and materials used by the Organisation shall conform to any applicable British Standard or European or international equivalent and when so requested the Organisation shall provide the Council with evidence to prove that such Assets and materials so conform
- 21.12 The Organisation shall permit the Council to inspect at any time any Assets or materials used or proposed to be used by the Organisation in the provision of the Services and the Organisation shall facilitate such inspections.
- 21.13 The Organisation shall only keep such potentially dangerous or hazardous materials or equipment on the Premises as are necessary for the provision of the Services and are approved by the Council's Representative (such approval not to be unreasonably withheld or delayed) and such materials or equipment shall at all times be kept under proper control and the Organisation shall ensure that all such materials and their usage and storage comply with all applicable laws.

- 21.14 [At the expiry of the Term or upon termination of this Agreement (whichever shall first occur) the Council may serve a notice upon the Organisation requiring the Organisation to transfer free of charge to the Council or any other person or persons as may be specified in such notice (a) any and all Assets and materials used by the Organisation and (b) the benefit of all contracts or agreements relating to the hire of the Assets.]
- 21.15 [Upon receipt of a notice under Clause 21.14 and if the Council so wishes the Organisation shall try to agree a value for such items with the Council and in default of such agreement the value shall be set at such figure as an Expert appointed pursuant to Clause 67 shall determine to be a fair value for such items having regard to the condition and re-sale value thereof and disregarding any additional value they might otherwise be deemed to have as part of a going concern.]
- 21.16 Upon receipt of a notice under Clause 21.14 requiring the Organisation to transfer to the Council or any Council nominee the benefit of any contract or agreement for the hire of any Assets the Organisation shall forthwith execute all documents required to effect such transfer and shall deliver such Assets to the Council in such condition as it may be in at the date of the said notice.
- 21.17 The Organisation shall cause all Assets to bear such devices, insignia or words as the Council may approve and determine.

22 CONTRACTS TO BE ADMINISTERED

The Organisation shall act on behalf of the Council in administering the Contracts and shall:

- 22.1 comply with all reasonable requirements of the Council in respect of any or all of the Contracts
- 22.2 monitor and review the performance of those carrying out the Contracts
- 22.3 take all proper steps (but not including legal action or proceedings unless so required expressly in writing by the Council) to enforce the Contracts
- 22.4 at the request of the Council supply all information including copies of any documents to the Council.
- 22.5 liaise with the Council in respect of any renewal or re-letting of any of the Contracts.

23 ASSIGNMENT AND SUB-CONTRACTING ETC

- 23.1 The Organisation shall not:
- 23.1.1 assign the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof;
- 23.1.2 sub-contract the provision of the Services or any part thereof to any person without the previous written consent of the Council's Representative and which if given shall not relieve the Organisation from any liability or obligation under the Agreement and the Organisation shall be responsible for the acts, defaults or neglect of any sub-contractors, its employees or agents in all respects as if they were the acts, defaults or neglect of the Organisation itself.
- 23.2 The Organisation shall ensure that any sub-contractor permitted to perform any part of the Services under Clause 23.1.2. shall be fully supplied with all necessary information about this Agreement (including any relevant instructions given by the Council's Representative to the Organisation).

23.3 The Organisation shall not carry out work for or provide services to third parties (other than the Council's tenants in accordance with this Agreement) without the Council's prior written consent.

23.4 The Organisation shall agree Standing Orders and Financial Regulations as appropriate governing the selection of contractors or consultants or sub-contractors or sub-consultants to carry out the Contracts or to perform any of the Services. Any such contractors or consultants or sub-contractors or sub-consultants shall be appointed by the Organisation on the most economically advantageous basis having regard to the Council's Best Value obligations and its own obligations in relation to continuous improvement pursuant to this Agreement.

24 USE OF COMPUTER SYSTEMS AND SOFTWARE

24.1 The Council shall permit the Organisation to use for the purposes of providing the Services the Council's Computer Systems and/or Council's Software as set out in the Fifth Schedule subject to such terms, conditions and stipulations as are set in the Fifth Schedule or as the Council may notify to the Organisation from time to time.

24.2 The Organisation shall use the Council's Computer Systems and/or Council's Software for the purposes of providing the Services and for the benefit of the Council and shall not under any circumstances (unless expressly authorised so to do by the Council's Representative) make use of the Council's Computer Systems and/or Council's Software for any third person or allow any other person to use the same

24.3 The Council will from time to time make available to the Organisation the technical specifications of the Council's Computer Systems and/or the Council's Software used by the Council in relation to the Undertaking

24.4 Without prejudice to Clause 24.9 the Organisation shall take all practicable steps to safeguard those parts of the Council's Computer Systems and the Council's Software under the control or influence of the Organisation against unauthorised access, tampering or systems failure.

24.5 If and to the extent that the Organisation wishes to use any other computer systems and/or software in the provision of the Services and to the extent that interface with the Council's Computer Systems and/or Council's Software is necessary so to do the Organisation shall first obtain the written consent of the Council's Representative and if such consent is given it shall be a condition thereof that the Organisation shall:-

24.5.1 ensure that such other computer systems and/or software are compatible with the Council's Computer Systems and/or the Council's Software and further will have no adverse affects on the Council's other computer systems and/or software and/or procedures;

24.5.2 ensure that any computer software it uses is properly licensed;

24.5.3 comply with all relevant requirements of any supplier of the Council's Computer systems and/or the Council's Software.

24.6 If at any time the Organisation believes that changes modifications or updating to the Council's Computer Systems and/or Council's Software or to its other computer systems and/or software (as the case may be) are required or would assist in the provision of the Services the Organisation may make proposals for such changes to the Council's

Representative and if the Council's Representative gives his consent to such changes it shall be a condition of such consent that

- 24.6.1 all rights (including licences) in or arising from such changes shall become vested in the Council insofar as they relate to the Council's Computer Systems and/or Council's Software; and
- 24.6.2 the Council shall be entitled to require the Organisation on termination of this Agreement by expiry of time or otherwise either to take all necessary steps (including the assignment of licences) to vest the rights in such changes and all data and information in respect of the Services and all related matters in the Council or such other person as the Council may direct or to restore the Council's Computer Systems and/or the Council's Software to the status quo ante the said changes. The cost of such changes modifications or updating shall be reflected in the relevant part of the Delivery Plan.
- 24.7 If at any time the Council has reason so to do (including but not limited to actual or threatened interference with or damage to the Council's Computer Systems and/or the Council's Software) the Council shall be entitled to require that the Organisation cease to use the Council's Computer Systems and/or the Council's Software and disconnect or otherwise separate the Organisation's own computer systems and/or software from the Council's Computer Systems and/or Council's Software. The Council will not exercise this right without giving as much notice as practicable (save in cases of urgency) and agreeing to an appropriate variation to the Delivery Plan in accordance with Clause 63.3 to reflect the cost to the Organisation of providing its own computer systems and software.
- 24.8 The Organisation shall afford access to any of the computer systems, software, databases and operations used by it pursuant to this Agreement to the Council's Representative and any person (including auditors) nominated by them for all purposes connected with the subject-matter of this Agreement and the Council's own activities.
- 24.9 The Organisation shall comply with any security policy which may from time to time be issued by the Council relating to information technology, in whatever form and of whatever nature.
- 24.10 On termination of this Agreement by expiry of time or otherwise the Organisation shall transfer all data and information in respect of the Services and all matters relating thereto within a reasonable time and with due expedition to the Council or such other person as the Council may direct and until such transfer shall on being so requested by the Council afford access to the same to the Council or such other person as the Council may authorise including but not limited to permitting use thereof and providing all data and/or information requested.

25 DATA

- 25.1 Subject to the provisions of Clauses 24 and 26 the Organisation shall be entitled to access such data and information as is stored on the Council's Computer Systems as set out in the Eighth Schedule which the Organisation may require in order to provide the Services.
- 25.2 In addition to any requirements set out in the Delivery Plan the Organisation will ensure that the Council's data relating to the Services is kept up-to-date.
- 25.3 Without prejudice to Clauses 24.4 and 24.9 and subject to Clause 26 the Organisation shall take all practicable steps to safeguard such data and information as is stored on the Council's Computer Systems and/or Council's Software against unauthorised access, tampering or system failure

25.4 The Organisation shall at all times ensure that where (following consent under Clause 24.5) the Organisation is using the Organisation's own computer systems:-

25.4.1 comprehensive security copies of any computerised Council Data are updated at the end of each Working Day in relation to that day and at least twice a week are stored in a secure location so as to enable the Organisation (or in the event of the default of the Organisation the Council or such other third party as the Council may appoint) to initiate and operate such alternative processing arrangements as may be necessary including (but without limitation) in the event of a partial or complete failure of the Organisation's own computer systems;

25.4.2 adequate recovery arrangements exist to ensure that the Organisation can continue to comply without interruption with its remaining obligations under this Agreement in the event of a partial or complete failure of the Organisation's own computer systems or software.

26 DATA PROTECTION

26.1 Without prejudice to Clause 25 and subject to Clause 24.9 the Organisation shall:-

26.1.1 comply with its obligations under the Data Protection Acts 1984 and 1998 (including where appropriate obtaining registration thereunder) and the Computer Misuse Act 1990 insofar as the performance of the Services and the other requirements of this Contract give rise to obligations under that Act;

26.1.2 provide the Council with such information as the Council may require to satisfy itself that the Organisation is complying with the obligations referred to in Clause 26.1.1;

26.1.3 provide the Council with all such assistance as the Council may require to enable the Council to comply with its obligations under the Access to Personal Files (Housing) Regulations 1989;

26.1.4 make such application for a change in its registration and take such other steps as may be necessary to afford the Council access to information which is required by the Council in connection with any of its statutory duties and responsibilities and for any purpose connected with this Agreement.

26.2 Neither party shall knowingly do anything which places the other in breach of its obligations under the Data Protection Acts 1984 and 1998.

27 INTELLECTUAL PROPERTY RIGHTS

27.1 At the expiry or earlier termination of the Agreement, the Organisation shall transfer to the Council or whomsoever the Council shall direct all documents, material, data and other information (in whatever form) in its possession relating to the Agreement, together with any relevant computer software processing facilities.

27.2 Any and all intellectual property rights in any matter or thing developed under this Agreement or arising from the provision of the Services by the Organisation (including, without prejudice to the generality of the foregoing, any software) other than intellectual property rights belonging to a third party shall belong to the Council and the Organisation agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such intellectual property rights in the Council.

28 RIGHT TO USE DOCUMENTS

- 28.1 The ownership of and an unrestricted right to use any document produced by the Organisation, its sub-contractors and agents for all purposes envisaged by or arising under this Agreement shall be vested in the Council.
- 28.2 At the expiry or earlier determination of the Agreement the Organisation shall transfer all documents, materials and other information (in whatever form) in its possession relating to the Agreement to the Council or whomsoever the Council shall direct.

29 **CONFIDENTIALITY**

The Organisation shall not and shall ensure that its employees agents and subcontractors shall not divulge or dispose of or part with possession custody or control of any material or information provided to the Organisation by the Council pursuant to the Agreement or prepared or obtained by the Organisation pursuant to the Agreement other than in accordance with the express written instructions of the Council's Representative.

30 **HEALTH AND SAFETY**

The Organisation shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Organisation of a copy of its risk assessment under such regulations) and of all other Acts, Regulations, Orders or rules of law pertaining to health and safety.

31 **INSURANCES**

- 31.1 Save as otherwise provided in the [Leases][Licences] the Council shall during the currency of this Agreement be responsible for insuring its premises against fire, explosion, storm and damage on such terms and against such other risks as the Council shall from time to time determine.
- 31.2 The Organisation shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council as shall fully insure and indemnify the Organisation against its liability
- 31.2.1 to the Council and any employee of the Council;
- 31.2.2 to the employees of the Organisation;
- 31.2.3 to any other person
- in the sum of at least £5,000,000 in respect of any one occurrence or series of occurrences arising out of one event.
- 31.3 The Organisation shall insure against any expense, liability, loss, claim or proceedings in respect of any damage whatever to private property (real or personal) insofar as such damage is due to the negligence, omission or default of the Organisation, its employees or agents or any sub-contractor or person for whom the sub-contractor is responsible.
- 31.4 Without prejudice to the generality of this Clause 29, it is hereby agreed and declared that the Organisation shall be liable for any loss or damage whatsoever and howsoever caused to the contents of the Premises and to the full value of such contents in the event of fire.
- 31.5 The Organisation shall maintain insurance to an unlimited sum in respect of personal injury to or the death of any person under a contract of service with the Organisation and arising out of an incident occurring during the course of such person's employment in

compliance with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 and any statutory orders made thereunder.

- 31.6 The Organisation shall maintain all other insurances as may be necessary or prudent for the performance of the Agreement.
- 31.7 The Organisation shall ensure that all relevant insurance policies shall have the interest of the Council endorsed upon them or shall otherwise expressly by their terms confer their benefits upon the Council.
- 31.8 The Organisation shall at the Commencement Date and thereafter on the anniversary thereof and at such other times as the Council may reasonably require supply the Council with certified copies of all insurance policies required by any of the provisions of this Clause and with any cover notes, premium receipts or other documents necessary to show that such policies are fully maintained and otherwise comply with the Agreement.
- 31.9 If and to the extent that the Council is dissatisfied as to the adequacy of any policy of insurance effected by the Organisation pursuant to this Clause it shall give notice in writing to the Organisation to that effect and upon receipt of such notice the Organisation shall forthwith procure and effect such additional, enhanced or other insurance as the Council may require.
- 31.10 In the event that the Organisation fails to comply with a requirement of the Council in accordance with Clause 29.9 the Council shall be entitled to take either or both of the following steps:-
- 31.10.1 effect such insurances itself and reflect the costs of so doing in the then current Delivery Plan;
- 31.10.2 commence termination or other action in accordance with Clause 65.
- 31.11 The Council acknowledges that the Organisation may (if the Council so agrees) discharge its obligations under this Clause by procuring some or all the above insurances through or by the Council or its agents.

32 HOUSING INSPECTION

Without prejudice to the other applicable provisions of this Agreement the Organisation shall co-operate fully with the Housing Inspectorate in respect of the inspection of (a) the operation of this Agreement and the work of the Organisation and (b) the Council's own housing service whether in relation to the Organisation's work on behalf of the Council or the Council's own retained functions and activities.

33 PROVISION OF INFORMATION

- 33.1 Without prejudice to the other provisions of this Agreement the Organisation shall provide all relevant information which may be required by the Council in order that the Council can act fairly, properly and in accordance with its statutory obligations in connection with the provision of the Services or the future provision of the same or any similar services and also to deal with investigations or inquiries by the District Auditor, Ombudsman and similar persons or bodies. The Council may make a request for any such information at any reasonable time and the Organisation shall comply with that request as soon as possible.
- 33.2 Subject to Clause 31.1 the Organisation shall consult as often as may be necessary with the Council's Representative or with such other member of the Council's retained housing staff as the Council's Representative may specify from time to time to ensure that

the Services are provided and continue to be provided in a continuous and efficient manner and in accordance with the provisions of this Agreement.

33.3 The Organisation's Representative and the Council's Representative shall at a mutually convenient time and location attend the following meetings to be arranged from the Commencement Date:-

33.3.1 at least once a month to discuss operational issues

33.3.2 at least once a month to discuss:

- (i) the manner and extent of the Organisation's provision of the Services pursuant to this Agreement and the Delivery Plan;
- (ii) financial and budgetary issues; and
- (iii) any other relevant issues which may arise from time to time.

subject to the Council's right reasonably to vary the number of such meetings by providing the Organisation with reasonable prior notice thereof

33.4 The Organisation shall observe and comply with any reasonable and appropriate instructions or directions given or made by the Council's Representative so as to help ensure the proper performance of the Services in accordance with the Delivery Plan and all such instructions or directions shall be confirmed in writing by the Council's Representative before the end of the Working Day which follows the issue of such instructions or directions.

33.5 The Organisation shall inform the Council's Representative immediately by telephone or email (and shall confirm in writing as soon as practicable following such call or email) of any or all of the following matters:-

33.5.1 any failure by the Council or its employees or agents or other persons providing services to the Council to meet obligations under this Agreement.

33.5.2 any acts or omissions by the Council or such other persons as are referred to in Clause 31.5.1 which prevent or hinder or are likely to prevent or hinder the Organisation from complying with its obligations under this Agreement.

33.5.3 any points of contention or other difficulties with any local tenants groups or comparable organisations which might prevent or hinder the Organisation from complying with its obligations under this Agreement.

33.6 The Organisation shall co-operate with all Council departments to enable them the better to perform their functions and duties either by means of the provision of information or by such other appropriate means as do not involve out-of-pocket expenditure

33.7 The Organisation and the Council shall establish such mutual arrangements as may be necessary (whether by pager, mobile telephones, email or otherwise) to ensure that the liaison arrangements stipulated in this Agreement can be achieved.

33.8 The Organisation shall liaise with Council Members, Members of Parliament and other elected representatives in such a manner as shall be reasonably required from time to time by the Council's Representative.

34 **AUDITS**

34.1 The Organisation shall at all times (including following the termination of this Agreement) allow or procure for any auditor (including any Audit Commission employee) or for the Council's Representative (or his nominee) for the purposes of an internal or external audit or inspection:-

34.1.1 immediate access to;

34.1.2 permission to copy and remove any copies of; and

34.1.3 permission to remove the originals of

any books, records and information in the possession or control of the Organisation which in any way relate to or are or were used in connection with the provision of the Services including (but without limitation) any of the Council's Data and any such information stored on a computer system operated by the Organisation.

34.2 The Organisation will provide all co-operation and afford all access to personnel and records in order to assist the Council in carrying out any investigations which are already under way at the Commencement Date and any investigations which are carried out after the termination or expiry of this Agreement.

34.3 The Organisation shall provide each year to the Council's Representative a copy of its audited accounts within six months of the relevant accounting reference date. In the event that the Organisation fails to provide accounts in accordance with this Clause 34.3 then, without prejudice to any other rights or remedies available to the Council, the Council's Representative or such persons as may from time to time be nominated by the Council's Representative shall be given access to all and any accounting documents and information in the possession, custody or control of the Organisation.

35 FRAUD

35.1 As soon as the Organisation becomes aware of or suspects any fraudulent action or malpractice in the provision of the Services or which otherwise affects it the Organisation's Representative shall notify the Council's Representative.

35.2 On receiving notification under Clause 32.1 and without prejudice to the Organisation's legal liability and financial responsibility the Council's Representative shall assume and be given sole responsibility for investigating or arranging for the investigation of such fraudulent action or malpractice.

35.3 The Organisation shall afford all possible access and facilities to the Council's Representative and his nominees and agents when the Council's Representative carries out an investigation into any such fraudulent action or malpractice, whether the investigation arises following a notification under Clause 32.1 or as a result of the Council's Representative's own information.

35.4 The Council's Representative shall have the right (without prejudice to Clause 32.3) to require that the Organisation suspend from any further work on this Agreement any person suspected of fraudulent action or malpractice.

35.5 Without prejudice to any other rights the Council may have (including but not limited to termination under Clause 65) the Council's Representative shall be entitled to require that the Organisation suspend all or any stipulated further work under this Agreement if the Council's Representative has reasonable grounds for believing that fraudulent activity or malpractice has taken place.

36 COMPLAINTS

- 36.1 The Organisation shall at the request of the Council's Representative, in the places and in a form approved by the Council's Representative, arrange for notices to be permanently displayed giving information as to how complaints about the provision of the Services may be made. The Organisation shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 36.2 The Organisation shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Council's Representative at all reasonable times. The Organisation shall notify the Council's Representative forthwith in writing of all [formal] complaints received and of all steps taken in response thereto.
- 36.3 The Organisation shall comply with and adopt a complaints policy equivalent or broadly similar to that of the Council but shall be entitled, subject to the Council's prior written approval, to implement such variances to the complaints policy as it deems appropriate.
- 36.4 Any costs incurred by the Council in responding to and dealing with any justified complaints about the Organisation's performance of the Services (including any matters raised with the Ombudsman) shall be reflected in a variation to the current Delivery Plan.
- 36.5 The Organisation acknowledges that for the purposes of this Clause 33 the term "complaints" includes (without limitation) suggestions from a member of the public or an elected representative as to how the Services might or should be performed as well as personal or particular concerns about tenancies or Dwellings.

37 LEGAL INVESTIGATIONS

- 37.1 The Organisation immediately upon becoming aware of the same shall notify the Council's Representative of any accident, damage or breach of any statutory provision which affects or might reasonably be expected to affect the Organisation's ability to comply with the Delivery Plan or deliver the Services in accordance with this Agreement
- 37.2 The Organisation agrees to notify the Council immediately in writing of any legal proceedings which may be commenced alleging that any Property is a statutory nuisance or seeking damages for failure to repair. The Organisation shall immediately pass on to the Council any documents it receives in connection with such legal proceedings.
- 37.3 If requested to do so by the Council's Representative, the Organisation shall provide the Council's Representative with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and through the appropriate officers or employees shall give evidence in such inquiries or proceedings or hearings
- 37.4 Should any part of the Services involve the Organisation in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation forthwith notify the Council's Representative of the existence of any such matter together with such particulars as are available.
- 37.5 The Organisation agrees to provide all necessary support and assistance to the Council in bringing any legal proceedings in relation to rent recovery or in defending and/or settling any legal proceedings issued in respect of statutory nuisance or failure to repair, including the provision of relevant information, documents or other data, assisting the Council in the preparation of any witness statements or other evidence required, and attending at any meetings or hearings as the Council may require.

37.6 The Council agrees that it shall deal with all legal proceedings promptly and in accordance with any applicable performance indicators and standards and in accordance with its Best Value Performance Plan. The Organisation shall indemnify the Council for and against any costs, damages and expenses (including legal costs and expenses) which may be incurred by the Council as a direct consequence of the Organisation's negligence or breach of its obligations under this Agreement and which are paid or payable by the Council pursuant to such legal proceedings.

38 AGENCY

38.1 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by the Agreement.

38.2 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly permitted by the Agreement.

38.3 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any byelaw or regulation of any kind.

39 SECURITY

39.1 The Organisation shall maintain and shall ensure that its personnel and all its visitors maintain the security of such of the Council's Premises which it is licensed or permitted to use under Clause 41 both when in use and when not in use.

39.2 The Organisation shall ensure that access to the Council's Premises which it is permitted to use under Clause 41 is restricted to its personnel and visitors engaged upon or in connection with the provision of the Services.

39.3 The Organisation shall comply with the Council's security regulations including any made for the purpose of the Data Protection Acts 1984 and 1998.

39.4 The Organisation shall provide to any of its personnel, who shall at any time have access to any relevant Council Premises, security passes in such form as the Council may from time to time determine and issue to the Organisation.

39.5 The Organisation shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Organisation by the Council

PART G – RESPONSIBILITIES AND RIGHTS OF THE COUNCIL

40 USE OF COUNCIL'S ASSETS

40.1 The Council shall with effect from the Commencement Date make available to the Organisation the Council's vehicles, equipment and any other assets listed in Part A of the Second Schedule together with any other such assets as may be made available by the Council to the Organisation from time to time (hereinafter together called "the Council's Assets") for use in connection with the Services subject to the provisions of clause 21.

40.2 The Council shall with effect from the Commencement Date transfer free of charge to the Organisation the assets listed in Part B of the Second Schedule ("the Transferred Council Assets") for the Organisation's own use in the performance of the Services.

41 FAILURE TO PERFORM

No liability shall be incurred by the Organisation if but only to the extent that such liability would not have arisen if the Council had properly complied with its obligations under this Agreement.

42 PROVISION OF INFORMATION

Subject always any legally binding constraints (whether under statute or otherwise) the Council shall use its reasonable endeavours to provide the Organisation with such information as the Organisation may properly require to enable it to comply with its obligations under this Agreement.

43 ASSIGNMENT

The Council shall not assign the benefit of this Agreement save by operation of law pursuant to a statutory scheme or otherwise as directed by the Secretary of State.

44 USE OF PREMISES

44.1 The Council shall make available to the Organisation the Premises detailed in Part I of the Third Schedule on the terms and conditions set out in the form of [Lease][Licence] in the Seventh Schedule.

44.2 On the date hereof the Council shall grant and the Organisation shall take the [Lease[s]][Licence[s]] so as to take effect on the Commencement Date.

45 HOUSING INSPECTION

The Council shall afford the Organisation all reasonable assistance in order to enable the Organisation to comply with its obligations under Clause 30.

46 SERVICES SUPPLIED BY COUNCIL

The Council shall supply the services described in the Ninth Schedule on the terms set out therein

47 RIGHT TO USE PREMISES

47.1 The Organisation shall permit the Council to use any of the Premises at any time in the event of a declaration of a civil emergency by the Council and the Organisation shall give all necessary assistance including the provision of staff to the Council in arranging emergency use.

47.2 Without prejudice to the provisions of Clause 47.1 the Organisation shall upon the occurrence of a civil emergency and at the request of the Council use its best endeavours to provide the following services under the control and direction of the Council's Emergency Officer or his designated representative:-

47.2.1 to make provision for persons made homeless as a result of the emergency and evacuees and to supervise and co-ordinate the efforts to secure immediate temporary accommodation for the same including the use of vacant dwellings, sheltered schemes, communal areas in community centres, and other halls and meeting places as the Organisation (having consulted with the Council) deems appropriate and in addition the Organisation shall so far as possible assist in the equipping of such places for use as temporary accommodation

- 47.2.2 to liaise with the Council and such other organisations as the Council shall decide in order to co-ordinate action in dealing with homeless persons and evacuees
- 47.2.3 to co-ordinate and supervise the operation of the provision of temporary accommodation described in Clause 47.2.1
- 47.2.4 to set up and maintain arrangements for the reasonable protection of any property brought to any temporary accommodation by evacuees and to liaise with the police and other relevant bodies in relation to the safe custody of the same
- 47.2.5 whenever so requested by the Council to arrange for the provision of temporary accommodation for homeless persons and/or evacuees
- 47.2.6 to manage the temporary accommodation secured pursuant to these provisions for so long as the emergency lasts
- 47.2.7 to produce monthly accounts to the Council itemising its reasonable costs incurred in the provision of the services detailed in Clauses 47.2.1-6 such costs to be agreed between the parties (and thereupon treated as a variation of the Delivery Plan) and in default of such agreement the matter shall be referred to an Expert pursuant to the provisions of Clause 67.
- 47.3 At the request of the Council the Organisation will attend such training sessions and/or exercises as may be specified by the Council and the number of the Organisation's employees who shall be required so to attend shall be agreed between the Council and the Organisation and in default of agreement the Council shall specify the number of the Organisation's employees to attend.

48 EXCLUSION OF LIABILITY

- 48.1 The Council shall not be liable to the Organisation, whether in contract, tort or otherwise, for any loss damage or injury howsoever caused or arising out of or in connection with the provision by the Organisation of the Services or the use of or occupation by the Organisation of any of the Council's premises (including the Premises) save in relation to any deliberate or negligent act or omission of the Council or any of its employees (in the course of their employment) and in particular any such deliberate or negligent act or omission which gives rise to death or personal injury.
- 48.2 The Council shall not in any circumstances be liable to the Organisation for any indirect or consequential loss whatsoever, irrespective of the cause or causes of such loss.

49 RIGHTS AND DUTIES RESERVED

All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved and in particular (but without limitation) the Council reserves the right to exercise its powers as a landlord in respect of any of its properties notwithstanding the provisions of this Agreement.

50 WAIVER

Failure by the Council at any time to enforce the provisions of the Agreement or to require performance by the Organisation of any of the provisions of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

PART H – FINANCIAL ARRANGEMENTS AND OTHER MATTERS

51 FINANCIAL ARRANGEMENTS

51.1 The Organisation shall comply with all the financial arrangements described in the Sixth Schedule

51.2 The Organisation shall, as often as may be reasonably necessary but at least every quarter, undertake regular financial reviews in order to consider the Organisation's future expenditure and income and to consider any capital finance implications of entering into any proposed transaction which may fall within those categories of receipts, contracts and liabilities as are set out in sections 13(1)(a) to (g) inclusive of the Local Authorities (Companies) Order 1995 (no. 849). The Organisation shall not proceed with any such proposed transaction, unless and until it has sought and obtained the written consent of the Council, which consent shall be at the Council's absolute discretion.

52 RECOVERY OF RENT

In collecting rent or other sum or sums from tenants or any other third parties on the Council's behalf, the Organisation shall proceed therewith with all due expedition and diligence and generally in accordance with all requirements of the Council's Representative. Any rent or sums so obtained shall be remitted forthwith to the Council and shall until receipt by the Council be held by the Organisation on trust for the Council. If any such other monies are temporarily paid by the Organisation into any bank, building society or other similar account, such account shall be designated as a trust account with the Council's name appearing in its title. No such monies be mixed with any other money. The Organisation shall keep full and proper records as to the receipt and transfer of such monies in such form as the Council's Representative may approve and shall provide whenever requested access thereto and copies thereof.

53 RIGHT TO USE SURPLUSES

If the Organisation out-performs the Delivery Plan and if as a consequence the Council would benefit from sums for which it had not budgeted and the Council did not require the same to meet any obligations or commitments (whether to third parties or otherwise) which are the subject of Council resolutions or incorporated in Council budgets then to the extent permitted by and subject to any conditions set out in the Delivery Plan the Organisation shall be entitled to use such sums in accordance with any scheme for surpluses forming part of the Delivery Plan or such other scheme for surpluses as may be agreed by the Council (such agreement not to be withheld or delayed).

54 VALUE ADDED TAX

All payments by either party hereto to the other party pursuant to the terms of this Agreement shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which the payment is consideration and in so far as such payments fall to be made under this Agreement such Value Added Tax shall be added to the amount thereof and paid in addition thereto upon production of a proper Value Added Tax invoice.

PART I – EMPLOYMENT AND STAFFING

55 EMPLOYEES

- 55.1 Details relating to existing Transferring Employees are set out in Part I of the Fourth Schedule. These details are warranted to be correct at the date hereof.
- 55.2 The Council shall endeavour to retain the services of each of the Transferring Employees to the intent that their respective contracts of employment shall be continued to the Commencement Date and then be transferred to the Organisation by virtue of the Regulations.
- 55.3 Without prejudice to Clause 56.5 the Council shall be responsible for all salaries and other emoluments including but without limitation holiday pay, tax and National Insurance payments allowances and contributions to retirement benefit schemes in respect of the Transferring Employees up to but not including the Commencement Date and all requisite apportionments shall be made.
- 55.4 The Organisation shall employ all the Transferring Employees on broadly comparable terms and conditions as to pension and death-in-service benefits and it is acknowledged by the Organisation that some of the Transferring Employees are members of the local government statutory superannuation scheme to which the Council belongs.
- 55.5 The Council shall indemnify and hold harmless the Organisation against each and every cost, claim, liability, expense or demand arising out of:
- 55.5.1 anything done or omitted to be done prior to the Commencement Date by or on behalf of the Council in respect of any contract of employment or any collective agreement or any persons employed in the Undertaking which notwithstanding that it relates to employment prior to the Commencement Date is deemed by reason of transfer of the Undertaking pursuant to this Agreement to have been done or omitted to be done by or in relation to the Organisation in accordance with the Regulations;
- 55.5.2 the Council's failure to pay any of the Transferring Employees any sums properly due in respect of the period prior to the Commencement Date; and
- 55.5.3 any claim by any trade union, staff association or staff body recognised by the Council in respect of all or any of the Transferring Employees arising out of the Council's failure prior to Commencement Date to comply with its legal obligation in relation to information and consultation to or with such trade unions or staff associations or bodies save insofar as any such failure results from a failure by the Organisation to provide information pursuant to Regulation 10(3) of the Regulations.
- 55.6 The Organisation shall indemnify and hold harmless the Council against each and every cost, claim, liability, expense or demand arising out of:-
- 55.6.1 any claim or allegation by a Transferring Employee that in consequence of the transfer of the Undertaking to the Organisation there has been or will be a substantial change in such Transferring Employee's working conditions to his detriment;
- 55.6.2 any act or omission of the Organisation in relation to any Transferring Employee occurring on or after the Commencement Date and any claim for redundancy payments or protective awards and any liability for wrongful dismissal or unfair dismissal or otherwise in connection with the transfer of the employment of the Transferring Employees to the Organisation;
- 55.6.3 any claim made against the Council under Regulation 10 of the Regulations which results from a failure by the Organisation to supply information to the Council pursuant to the said Regulation;

- 55.6.4 any failure by the Organisation to provide broadly comparable retirement or death-in-service benefits for or in respect of any Transferring Employees to which such persons would have been entitled immediately before the Commencement Date.
- 55.7 The Council has for the benefit of certain of the Transferring Employees entered into contract hire and maintenance agreements for certain vehicles as set out in Part II of the Fourth Schedule and has entered into agreements with the Transferring Employees there identified in relation to the use thereof. The Council shall endeavour to assign or procure the assignment of and the Organisation shall take any contract hire and maintenance agreement for all such vehicles with effect from the Commencement Date PROVIDED THAT:
- 55.7.1 in any case where the Council is unable to assign such agreements or procure new agreements on behalf of the Organisation and until the completion of such assignments or new agreements the Council shall (a) hold the relevant contracts on trust for the Organisation and (b) join with the Organisation in any proceedings reasonably brought by the Organisation to enforce such contracts;
- 55.7.2 the Organisation shall within twenty (21) Working Days of receiving any certificate from the Council that any sum or sums may be payable following the Commencement Date pay such sum or sums as the Council shall direct;
- 55.7.3 the Organisation shall pay to the Council (or account for) an amount or amounts equal to that proportion of any rental and insurance payments previously made by the Council under the said vehicle agreements which relates to the period on or after the Commencement Date as soon as practicable following notification of such amount or amounts by the Council
- 55.8 The Council has entered into agreements for Car Loans with certain of the staff mentioned in Part I of the Fourth Schedule (“the Borrowers”) whereby the Council has lent to each Borrower the sums set out in Part III of that Schedule. The Council will on the Commencement Date assign the right to receive payment of all monies due under the Car Loans to the Organisation and the Organisation shall as soon as practical following the Commencement Date pay to the Council (or account for) the total of sums outstanding as shown in Part III of the Fourth Schedule including the specified interest thereon.
- 55.9 The Organisation shall:-
- 55.9.1 establish such staffing arrangements as may be appropriate to ensure the due and proper performance of the Services.
- 55.9.2 provide details of the said staffing arrangements to the Council’s Representative.
- 55.10 The Organisation may not make significant amendments to the said staffing structure during the Term without the prior written approval of the Council’s Representative (which shall not be unreasonably withheld if the Council’s Representative is satisfied that such amendments will assist in the due and proper performance of the Services).
- 55.11 The Organisation shall notify the Council’s Representative in writing of any amendments in the said staffing structure during the Term whether or not they fall within the provisions of Clause 56.10.
- 55.12 If so requested by the Council’s Representative, the Organisation shall provide to the Council such information as is required to enable the Council to comply with its obligations under Regulation 10 of the Regulations including but without limitation details of (a) the legal, economic and social implications of the transfer of the

Undertaking for the Transferring Employees and other affected employees, (b) the measures which the Organisation envisages will be taken in connection with these Transferring Employees and (c) the reasons for such measures.

- 55.13 The Organisation acknowledges that the Council has implemented Redeployment Procedures and the Protection of Earnings Policy. The Organisation and the Council agree to a reciprocal arrangement pursuant to which the Organisation shall adopt and implement the Council's Redeployment Procedures and the Protection of Earnings Policy thereby facilitating priority access to job vacancies within each respective body to employees of each respective body. The Council and the Organisation agree that any redeployment of employees as between the Council and the Organisation which takes place outside of a transfer of contracts of employment pursuant to the Regulations shall be recognised as continuous service for the purposes of calculating employees' entitlement to redundancy payments, sickness allowances, annual leave and occupational maternity provision.
- 55.14 The Organisation agrees that it shall observe, adopt and comply with all relevant Council policies, procedures and protocols set out in the Council's Personnel Handbook and those recently agreed by the Council's Corporate Joint Committee which are to be included within the Council's Personnel Handbook, including but not limited to those policies listed in the Eleventh Schedule. The Council acknowledges that the Organisation is committed to the implementation of equivalent or broadly comparable policies which shall be applicable to Transferring Employees and agrees that prior to the introduction of any new policies, procedures or protocols which may affect the conditions under which Council employees are employed, it shall consult with the Organisation.
- 55.15 The Council acknowledges that the Organisation may enter into contracts with third parties on terms which inter alia may provide for the transfer of any of the employees employed by the Organisation in connection with the provision of the Services to such third party or parties ("the Subsequent Employer"). Any such transfer of a contract of employment by the Organisation to a Subsequent Employer shall be by virtue of the Regulations. The Organisation shall ensure that any such third party contract pursuant to which such a transfer of employment is to take place, contains terms to the following effect:
- 55.15.1 that the Subsequent Employer be required to employ the Transferring Employee(s) on broadly comparable terms and conditions in relation to pension provision as under the Transferring Employee'(s)' existing contract(s) of employment;
- 55.15.2 that the Organisation shall provide and warrant to the Subsequent Employer details relating to Transferring Employees including details of any material changes which may occur to the information prior to the commencement date of such third party contract and shall provide to the Subsequent Employer upon written request such further factual (but not personal) information relating to the Transferring Employees reasonably required by the Subsequent Employer;
- 55.15.3 that the Organisation shall indemnify and hold harmless the Subsequent Employer against each and every cost, claim, liability, expense or demand arising out of:-

- (a) anything done or omitted to be done prior to the commencement date of such third party contract by or on behalf of the Organisation in respect of any contract of employment or any collective agreement or any persons employed in the undertaking which notwithstanding that it relates to employment prior to the commencement date is deemed by reason of transfer of the undertaking in connection with such third party contract to have been done or omitted to be done by or in relation to the Subsequent Employer in accordance with the Regulations;
- (b) the Organisation's failure to pay any of the Transferring Employees any sums properly due in respect of the period prior to the commencement date of such third party contract; and
- (c) any claim by any trade union, staff association or staff body recognised by the Organisation in respect of all or any of the Transferring Employees arising out of the Organisation's failure prior to the commencement date of such third party contract to comply with its legal obligation in relation to information and consultation to or with such trade unions or staff associations or bodies save insofar as any such failure results from a failure by the Subsequent Employer to provide information pursuant to Regulation 10(3) of the Regulations.

56 INFORMATION ABOUT EMPLOYEES

The Organisation shall within six months before the expiry of this Agreement or within such other period as the Council may specify in the event of an earlier termination of this Agreement either in whole or in part and upon a continuing basis provide and warrant such information as the Council may require about the terms and conditions of employment of any employees employed by the Organisation in connection with the provision of the Services so as to enable the Council and any third party to assess the implications (if any) of the Regulations.

57 RIGHT TO REPRESENTATION

Without prejudice to its obligations under the Regulations, the Organisation shall take all appropriate steps consistent with good employer practice to ensure that its employees have appropriate representation (whether through trade unions or otherwise). The Organisation acknowledges that the Council has well established procedures and policies in relation to the recognition of trade unions and consultation and negotiation arrangements consistent with the principle of collective bargaining and is committed to the implementation of broadly equivalent procedures. The Organisation agrees to recognise those trade unions who are signatories to the relevant agreements of the National Joint Council for local government services and the joint negotiating committee for Chief Officers of local authorities for consultation and negotiation purposes. The Organisation agrees that it shall establish, maintain and comply with, an agreed process for formal consultation with its employees which shall be broadly equivalent to those processes and/or mechanisms established by the Council, as set out in the Tenth Schedule.

PART J – MONITORING AND MANAGEMENT

58 MEETINGS BETWEEN COUNCIL AND ORGANISATION

Without prejudice to the specific provisions of this Agreement, the Council and the Organisation shall meet at such level and with such frequency as may be reasonably necessary to ensure that this Agreement is honoured and the Delivery Plan performed.

59 COUNCIL'S REPRESENTATIVE

- 59.1 The Council's Representative shall be the person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Agreement.
- 59.2 The Council's Representative shall have power to issue instructions to the Organisation on any matter relating to the provision of the Services and the Organisation shall comply therewith. If any such instruction is a variation within Clause 63 it shall be subject to the terms thereof. Provided that any delay resulting does not affect the provisions of the Services or the discharge of the Council's statutory duties the Organisation shall be entitled to object to any such instructions which would have the effect of significantly varying the fundamental nature of the Services and the delivery thereof and such objection shall be referred to the Expert pursuant to clause 67.
- 59.3 From time to time the Council's Representative may appoint one or more representatives to act for him generally or for specified purposes or periods. Immediately any such appointment is made, the Council's Representative shall give written notice thereof to the Organisation.

PART K – TMOs

60 TENANT MANAGEMENT ORGANISATIONS

- 60.1 In the event that in accordance with regulations made under Section 27AB of the Housing Act 1985 any tenants propose to form a Tenant Management Organisation (as defined in Section 27AB(8) of the said Act) the Council shall be legally responsible for dealing with all aspects of such proposal.
- 60.2 The Council may pursuant to such a proposal instruct the Organisation to provide such assistance as may be required to the Council and any tenants making such proposal which assistance shall include:-
- 60.2.1 provision of information and records about the Services
- 60.2.2 providing such reports or other documentation as the Council may reasonably require in a manner and timescale prescribed by the Council for consideration by the tenants or the Council
- 60.2.3 attendance at meetings of such tenants
- and such other help or advice as the Council may require to enable the Council to fulfil its statutory obligations
- 60.3 At such time as a decision is made that a transfer of management responsibility for all or part of the Services is to take place in accordance with the provisions set out in Clause 61.1 the Council may issue further instructions to the Organisation requiring the Organisation to make arrangements to transfer responsibility for the Services and the Dwellings so affected to the Tenant Management Organisation in such manner and within

such timescale as the Council may prescribe and the Organisation shall comply with such instructions which may include (but not be limited to):-

- 60.3.1 transferring data, records, statistics, files and other information in a format and manner prescribed by the Council
- 60.3.2 transferring to the Tenant Management Organisation in accordance with the Regulations any staff transfer wholly or mainly engaged in the provision of services to the Tenant Management Organisation
- 60.3.3 transferring necessary equipment and materials as may reasonably be stipulated by the Council's Representative
- 60.3.4 establishing working arrangements with the Tenant Management Organisation
- 60.3.5 providing any other assistance reasonably needed to enable such transfer to take place.
- 60.4 At such time as a transfer of management responsibility to a Tenant Management Organisation takes place the Council shall be entitled to vary this Agreement in accordance with Clause 63 (giving three (3) months notice to the Organisation) and where such a Variation is made the amendment to the Delivery Plan in accordance with Clause 63.3 shall reflect the cost of providing such Services as remain to be carried out under this Agreement and if no such Services remain this Agreement shall terminate (and Clause 65.4 shall apply)
- 60.5 The Organisation will assume [all] those responsibilities of the Council which are set out in any management agreement made between the Council and any Tenant Management Organisation whether such agreement exists at the date of this Agreement or arises during the currency of it and the Council shall be entitled to vary this Agreement to reflect such agreement in accordance with Clause 63
- 60.6 In the event that a Tenant Management Organisation to which responsibility for managing the Services has been transferred in accordance with this Clause 61 ceases to provide all or any part of those Services for all or any of the Dwellings the Council shall be entitled to vary further this Agreement in accordance with Clause 63 so as to require the Organisation to provide such ceased Services and where such a variation is effected a variation may also be made in relation to the current Delivery Plan in accordance with Clause 63.3.
- 60.7 The provisions of this Clause shall apply, mutatis mutandis, to the transfer of additional management responsibilities to an existing Tenant Management Organisation as well as any other Tenant Management Organisations.
- 60.8 The Organisation shall in complying with its obligations under this Clause 61 ensure that to the extent permitted by any existing agreement(s) with any Tenant Management Organisation the obligations to provide the Services at the level and standards required by the Agreement or otherwise prescribed by the Council are unaffected.

PART L – TERM

61 DURATION AND RENEWAL

- 61.1 This Agreement shall expire on 31st March 2007 unless extended by the Council pursuant to the following provisions of this Clause and subject to earlier termination as provided herein.

- 61.2 The Council shall be entitled (but without any obligation whatsoever) to extend the Term for one or more further periods of up to five years by giving notice to this effect to the Organisation no later than six calendar months before the date on which the Agreement would otherwise expire pursuant to Clause 62.1.

PART M – VARIATIONS ETC

62 VARIATIONS

- 62.1 The Council may from time to time either unilaterally or in response to representations from the Organisation require changes (hereinafter referred to as “Variations” and each a “Variation”) to be made to the Services and accordingly may upon giving reasonable written notice thereof to the Organisation add to delete from or otherwise amend in any way the provisions of this Agreement and the Organisation shall be bound by any such Variations.
- 62.2 Reasonable notice for the purpose of Clause 63.1 shall be deemed to be either:-
- 62.2.1 three months’ notice for changes which the Council has determined will require consultation under Section 105 of the Housing Act 1985 or which it reasonably considers will result in more or fewer staff being required by the Organisation or significantly more cost being incurred by the Organisation; or
- 62.2.2 one month’s notice in any other case.
- 62.3 Where a Variation is effected a variation shall be made in relation to the current Delivery Plan as soon as practicable by the Council and the Organisation (both acting reasonably) by reference to any increase or reduction in the Organisation’s responsibilities and any likely increase or reduction in cost to the Organisation occasioned by such variation.
- 62.4 In the event that a Variation is effected by the Council which is not made in response to representations from the Organisation and which is likely to result in the redundancy of one or more of the Organisation’s employees (including a Transferring Employee) engaged in the provision of the Services the Organisation shall as soon as practicable:-
- 62.4.1 identify the relevant employee or employees;
- 62.4.2 quantify and substantiate the costs which the Organisation is likely to incur by reason of the said redundancy or redundancies; and
- 62.4.3 notify the Council of the same
- and on receipt of such notification the Council shall, having consulted (where necessary) with the Organisation, either:-
- 62.4.4 take account of the potential redundancy costs to be incurred by the Organisation as a result of the Variation in determining the variation to the Delivery Plan in accordance with Clause 63.3 or (if the Council so determines)
- 62.4.5 meet the amount of the statutory redundancy entitlement of the relevant employee or employees
- 62.5 The Organisation shall provide to the Council such information as the Council may require to enable it to reach a determination in accordance with Clause 63.4.

62.6 It is hereby agreed that no change to the Delivery Plan will be made in respect of the Variation if there is a compensating reduction or re-organisation of any part of the Services.

62.7 In the event of a dispute as to how any Variation affects the Delivery Plan pursuant to this Clause 63 the matter shall be decided by an Expert pursuant to Clause 67.

63 ALTERATIONS

63.1 Where and whenever the number of Dwellings undergoes a substantial change (hereinafter referred to as an "Alteration") during the Term for any reason (save pursuant to Clause 61) a variation shall be made to the Delivery Plan pursuant to Clause 63.3 and such variation shall take account of any increase or reduction in the Organisation's responsibilities and any likely increase or reduction in cost to the Organisation resulting from such Alteration.

63.2 A "substantial change" for the purposes of Clause 64.1 shall mean any increase or decrease of £1,500 or more in the number of Dwellings either:-

63.2.1 being managed by the Organisation immediately after the Commencement Date; or

63.2.2 remaining to be managed by the Organisation following any one or more such substantial changes

and for the avoidance of doubt a substantial change shall be deemed to have arisen as soon as the said increase or decrease occurs whether as a consequence of one event or a series of events.

63.3 The Organisation shall provide to the Council such information as the Council may require for the purposes of Clause 64.1.

63.4 It is hereby agreed that no Variation shall be made pursuant to Clause 63.3 as a result of an Alteration if there is a compensating reduction or reorganisation of any part of the Services.

63.5 If the Organisation disputes a Variation pursuant to Clause 63.3 arising from an Alteration it shall be entitled to refer the matter for determination by an Expert under Clause 67.

64 TERMINATION ETC.

64.1 If the Organisation or where applicable any director or any senior manager thereof:-

64.1.1 commits a breach of any of the Organisation's obligations under the Agreement;

64.1.2 changes the Organisation's structure or staffing in a way which in the opinion of the Council adversely affects the ability of the Organisation to discharge its obligations under the Agreement to the Contract Standard;

64.1.3 has any director or senior manager of it convicted of dishonesty;

64.1.4 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal for voluntary arrangements for a composition of debts, or any scheme or arrangement approved in accordance with the Insolvency Act 1986;

64.1.5 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;

- 64.1.6 has a winding-up order made or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
- 64.1.7 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
- 64.1.8 has an administrator or an administrative receiver (as defined in the Insolvency Act 1986) appointed;
- 64.1.9 has possession taken by or on behalf of the holders of any debenture secured by a floating charge, or any property comprised in, or subject to, the floating charge;
- 64.1.10 is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, an administrator or an administrative receiver, or which entitle the court to make a winding-up order

then in any such circumstances the Council may (if it so decides) exercise the rights described in Clause 65.3.

64.2 If there is or has been any act, omission or failure by the Organisation, its employees, sub-contractors or agents in the performance of the Organisation's obligations under this Agreement which in the opinion of the Council delays, interrupts or prevents the performance of the Services required under this Agreement in accordance with the terms of the Agreement and any standard specified herein the Council shall be entitled (if it so wishes) to exercise the rights described in Clause 65.3.

64.3 At any time the Council may take any or all of the following actions:-

64.3.1 either provide itself or procure the provision of the whole or the relevant part of the Services until such time as (if at all) the Organisation shall demonstrate to the satisfaction of the Council that the whole or such part of the Services will be once more provided by the Organisation in accordance with the provisions hereof

64.3.2 without determining the whole of this Agreement terminate forthwith the relevant part of the Services only and thereafter itself provide or procure a third party to provide such part of the Services

64.3.3 determine the whole of this Agreement

and in the event of action pursuant to Clauses 65.3.1 and 65.3.2 a corresponding variation to the Delivery Plan shall be made in accordance with Clause 63.3

64.4 If the Agreement is terminated in whole or in part as provided in Clauses 65.3 the Council shall:

64.4.1 be entitled to reoccupy any premises and repossess any other physical resources or assets licensed, loaned, or hired to the Organisation and to exercise a lien over any of the physical resources or any other thing belonging to the Organisation and shall have full and unfettered licence over all documents for use in connection with the Services;

64.4.2 be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof and to use all such Organisation's physical resources or other things, and all such documents for the purpose thereof

- 64.5 If at any time during the Term the Council shall determine that the Services or any of them have either not been undertaken with due skill and care or have been carried out inadequately or otherwise not in accordance with the provisions of this Agreement the Council shall be entitled (without prejudice to the foregoing provisions of this Clause 65 and any other right or remedy available to it) to take (if it so wishes) any or all of the following actions:-
- 64.5.1 serve notice on the Organisation to rectify the defect (where or when it is capable of rectification) within such time as the Council may direct;
- 64.5.2 carry out the relevant Services itself or by a third party and vary the Delivery Plan in accordance with Clause 63.3 to reflect the Council's loss, cost and expense in so doing
- 64.6 If the Council exercises its rights under this Clause 65 to terminate the whole or any part of the Agreement then in relation to the whole or any such part:-
- 64.6.1 the Organisation shall, unless the Council requests otherwise, forthwith cease to perform any of the Services
- 64.6.2 immediately hold all rent and other sums collected or obtained under this Agreement on trust for the Council notwithstanding any right of retention under Clause 52
- 64.6.3 hand over this Agreement to the Council without detriment to the interest of the Council's tenants or other customers of the Council.
- 64.7 The Council undertakes to exercise its power to remove board members pursuant to the Articles of Association of the Organisation only in any of the circumstances described in Clauses 65.1 and 65.2 and then only for so long as (in the Council's [reasonable] opinion) the relevant circumstances subsist.

65 VARIATION OF CONTRACT

No deletion from, addition to, or variation of this Agreement shall be valid or of any effect unless agreed in writing and signed by the parties

66 DISPUTE RESOLUTION

- 66.1 All disputes between the Organisation and the Council arising out of or in connection with this Agreement or the performance of the Services by the Organisation or any failure by the parties to agree any matter to be agreed as referred to in this Agreement within a reasonable period shall be referred to an expert to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Chartered Institute of Housing or a person appointed by him.
- 66.2 The Expert appointed under Clause 67.1 shall be entitled to make such decision or award as he thinks just and equitable having regard to all the circumstances then existing and the costs of such Expert shall follow the event or in the case of neither party succeeding such cost shall be apportioned between the parties by the Expert in such proportions as he in his absolute discretion thinks fit.
- 66.3 Any award of costs under Clause 67.2 shall be reflected in a variation to the current Delivery Plan.
- 66.4 Any award or decision of the Expert under this Clause shall be final and binding on both parties save in the event of fraud or a mistake in law or material fact.

- 66.5 Until such time as a dispute between the Organisation and the Council is resolved the Organisation shall continue to perform the Services in accordance with this Agreement.

PART N – NOTICES AND OTHER MATTERS

67 NOTICES

- 67.1 Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second Working Day after the date of posting or on successful transmission, as the case may be.
- 67.2 Notices served under Clause 68.1 shall be sent by first class recorded delivery mail (or equivalent). All other notices shall be sent by such means as the sending party deems appropriate.

68 SEVERANCE

If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

69 PARTNERSHIPS

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties hereto and save as expressly provided nothing in this Agreement shall be deemed to make the Organisation the agent of the Council or authorise the Organisation (a) to incur any expenses on behalf of the Council (b) to enter into any engagement or make any representation or warranty on behalf of the Council or (c) to commit or bind the Council in any way whatsoever without in each case obtaining the Council's Representative's prior written consent.

70 SURVIVAL OF THIS CONTRACT

- 70.1 Insofar as any of the rights and powers of the Council provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 70.2 Insofar as any of the obligations of the Organisation provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

71 LAW

This Agreement shall be governed by and construed according to English Law.

72 CONCURRENT REMEDIES

No right or remedy herein conferred upon or reserved to either party by this Agreement is exclusive of any other right or remedy provided herein or by law or equity and each such right or remedy shall be cumulative of every other right or

remedy and may be enforced concurrently therewith or from time to time and shall be without prejudice to any pre-existing liabilities or obligations of the other party under this Agreement.

73 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements and understandings (if any) between the parties with respect thereto.

PART O- TERMS USED ETC

74 DEFINITIONS AND INTERPRETATION

74.1 The definitions are as follows:

“Agreement”

means this Agreement (including the Schedules and Annexes) and any variations in accordance with Clause 63.

“ALMO Service Review”

means the review of the Services provided by the Organisation to be produced by the Organisation and which is described in Clause 8

“Annual Performance Plan”

means the performance plan forming part of the Delivery Plan which is to be produced annually by the Organisation and which is described in Clause 7.

“Annual Sections of the Delivery Plan”

means those sections of the Delivery Plan which in accordance with Clause 6 are prepared on an annual basis

“Best Value”

means the Council’s functions in Part I LGA 1999

“Best Value Performance Indicators”

means the best value performance indicators and standards specified by the Secretary of State under section 4 LGA 1998; Audit Commission performance indicators and other information required by the Audit Commission under sections 44 – 46 Audit Commission 1998; the local performance indicators developed by the Council, details of such local performance indicators which shall have been communicated in writing by the Council to the Operator

“Best Value Performance Plan”

means a best value performance plan required to be prepared by the Council in accordance with section 6 LGA 1999

“Best Value Review”

means a best value review required to be prepared by the Council in accordance with section 5 LGA 1999

“Board Members of the Organisation”

means....

“Car Loans”

means the car loans referred to at Part IV of the Fourth Schedule and includes any renewals or substitutions thereof.

“Commencement Date”

means 1 April 2002

“Contract Period”

means the period beginning on the Commencement Date and continuing for [five] years unless (a) terminated sooner in accordance with Clause 65 or in accordance with common law or statute or (b) extended in accordance with Clause 62

“Contract Standard”

means the standard to which the Services are to be provided as defined in Clause 16

“Contracts”

means the contracts for goods and/or services relating to the Undertaking detailed in the First Schedule and any replacements thereof or additions thereto as notified by the Council to the Organisation

“Council Assets”

means the vehicles, equipment and other assets listed in the Second Schedule, including Transferred Council Assets **“Council Guidelines”**

means relevant rules, procedures, guidelines, policies, codes of practice, Standing Orders and Financial Regulations and standards of the Council currently applying or as notified to the Organisation by the Council or the Council’s Representative from time to time, as any of the same may from time to time be amended by the Council and notified to the Organisation

“Council’s Computer Systems”

means the computer hardware systems owned, leased and/or operated from time to time by the Council or any third party either in whole or in part in connection with the Undertaking

“Council’s Data”

means any information or data compiled by or on behalf of the Council in connection with the Services

“Council’s Emergency Officer”

means the Chief Executive of the Council or such other individual as the Council may appoint from time to time

“Council’s Equipment and Vehicles”

means the equipment and vehicles of the Council relating to the Undertaking and listed in the Second Schedule together with any other (a) equipment as may be agreed between the Organisation and the Council in writing and/or (b) vehicles as may be transferred by the Council to the Organisation by way of sale or transfer of Vehicle Lease or otherwise and “Vehicle” shall be construed accordingly

“Council’s Representative”

means the person nominated pursuant to Clause 60.

“Council’s Software”

means any computer software owned by or licensed to the Council relating to or used in connection with the Services.

“Delivery Plan”

means the document so entitled which describes the outputs to be achieved by means of the Services to be provided by the Organisation and any variations of such document made pursuant to Clause 63.

“Delivery Plan Format”

is the format stipulated by the Council for the Delivery Plan for the Services to be provided by the Organisation and forming Annex 2.

“Delivery Plan Strategy”

means in respect of the period up to (but not including) the first anniversary of the Commencement Date the initial Delivery Plan forming Annex 1 and in respect of subsequent years of the Agreement means the Delivery Plan strategy to be submitted by the Organisation pursuant to Clause 6.

“Dwelling”

means any leasehold or tenanted dwelling house to be managed by the Organisation pursuant to this Agreement and includes (a) any part of a building occupied or intended to be occupied as a separate dwellinghouse (in particular but without limitation a flat and the communal areas of blocks of flats save that any flat let together with a shop unit as part of the same demise or otherwise as set out in the Third Schedule shall be excluded), (b) any land, gardens, outhouses, private paths or driveways usually enjoyed with any such dwelling house and (c) group homes for sheltered accommodation provided under the Enabling Acts together with any land, gardens or driveways usually enjoyed with any such sheltered accommodation.

“Enabling Acts”

means all those Acts which enable the Council to enter into this Agreement, including (but not limited to) the Housing Act 1985, the Local Government Act 1972 and the Local Government Act 2000

“Expert”

means an individual appointed in accordance with Clause 67.

“Guidance”

means the guidance entitled “Guidance on Arms Length Management of Local Authority Housing” and any subsequent guidance which modifies or replaces the same.

“Housing Inspectorate”

means...

“Housing Revenue Account”

means...

“Know-how”

means all information (including that comprised in or derived from data, disks, tapes, manuals, source codes, flow-charts, catalogues and instructions) relating to the Undertaking and the Services.

“Lease[s]/Licence[s]”

means the [lease[s]] [licence[s]] to be granted pursuant to Clause 41 in substantially the form[s] set out in the Seventh Schedule

“LGA 1999”

means the Local Government Act 1999

“Organisation’s Representative”

means the person who is to represent the Organisation appointed pursuant to Clause 20.

“Premises”

means the offices and other premises described in the Third Schedule and comprised in the form of Lease set out in the Seventh Schedule

“Protection of Earnings Policy”

means the Council’s policy of providing protection of earnings for three years to employees redeployed pursuant to the Redeployment Procedure.

“Redeployment Procedure”

means the Council’s procedure for the redeployment of employees described in the Eleventh Schedule

“Regulations”

means the Transfer of Undertakings (Protection of Employment) Regulations 1981 and shall be deemed to include (without limitation) the Acquired Rights Directive 77/187 (howsoever amended or interpreted) as it applies to the Council and/or this Agreement and/or this or any subsequent transfer of the Undertaking.

“Relevant Tenant Representative Body”

means the Derby Association of Community Partners or any successor body thereto or such other body as the City Council shall from time to time resolve to be representative of the tenants of Derby City Council whose dwellings are managed by the Organisation.

[“RPI”

means the United Kingdom General Index of Retail Prices (All Items) or in the event that the basis of calculation of such Index shall change or if such Index ceases to be published (as to which the Council’s reasonable decision shall be conclusive) such other published index of retail prices or the value of money as the Council and the Organisation may agree PROVIDED THAT in the event that such agreement cannot be reached within twenty-one (21) Working Days of a decision by the Council the RPI shall be determined by an Expert in accordance with the provisions of Clause 67.]

“Services”

means the services to be provided by the Organisation in accordance with the Agreement and includes any variations thereto made pursuant to Clause 63.

“Standing Orders and Financial Regulations”

means the Council’s documented orders and regulations which must be complied with by the Organisation to the extent that they apply to the subject matter of this Agreement.

“Tenancy Conditions”

means the conditions on the basis of which the Council's tenants occupy the Dwellings and shall be deemed to include all the Council's rights and obligations whether statutory or contractual and whether or not expressly incorporated.

“Tenant Compact”

means a signed formal agreement between Derby Homes and tenants and leaseholders of Derby City Council setting how they can be involved in local decisions that relate to their homes."

Tenant Management Organisation"

means a Tenant Management Organisation as defined in Section 27AB(8) of the Housing Act 1985.

“Term”

means the period commencing on the Commencement Date and expiring on 31 March 2007 subject to earlier termination as herein provided.

“Transferred Council Assets”

means the assets listed in Part B of the Second Schedule

“Transferring Employees”

means the employees occupying the posts listed in Part I of the Fourth Schedule

“Undertaking”

means all of the undertaking of the provision of housing management services by the Council its servants or agents immediately before the Commencement Date

“Vehicle Lease”

means any vehicle leasing or hire contract in respect of any vehicle leased or hired by the Council.

“Working Day”

means any day between the hours of 9.00am and 5.00pm save for Saturdays, Sundays, public holidays and other non-statutory holidays taken as public holidays by the Council and in relation to any time after 5.00pm shall mean the following Working Day.

- 74.2 Reference to the Organisation’s personnel shall be deemed to include the Organisation’s directors and employees and the Organisation’s agents, sub-contractors and essential visitors (as referred to in Clause 36.2) unless the context otherwise requires.
- 74.3 The Agreement shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference which shall arise between the Council or the Council’s Representative and the Organisation out of or in connection with the Agreement.
- 74.4 A reference to the Enabling Acts or any other Act of Parliament, or to any Order, Regulation, Statutory Instrument, or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.
- 74.5 Words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include firms and corporations

74.6 References to Clauses, Schedules and Annexes shall be deemed to be references to the Clauses in and the Schedules and Annexes to this Agreement as so numbered

74.7 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof

IN WITNESS whereof these presents have been executed as a Deed and delivered the day and year first before within.

THE COMMON SEAL of DERBY CITY)
COUNCIL was hereunto affixed)
in the presence of:-)

THE COMMON SEAL of DERBY HOMES)
LIMITED was hereunto affixed)
in the presence of:-)

THE FIRST SCHEDULE

CONTRACTS TO BE ADMINISTERED²

Contract	Contract Period	Commencement Date	Value (per annum) (£1,000s)	Contractor
Kitchen Replacement	5yrs	/10/98	45	CSD
Bathroom Refurbishment	5yrs	/10/98	200	CSD
Re-roofing	2yrs	/10/02	600	CSD
Wimpey No Fines	9 months	/04/02	1,000	Brammalls / CSD
Pre-war Mods	9 months	/04/02	450	CSD
Unity's	18 months	/06/02	1,000	Brammalls / CSD
External painting	10 months	30/08/01	90	PDB
External painting	10 months	30/09/01	40	PDB
External painting	14 months	17/04/01	48	PDB
External painting	13 months	21/05/01	122	F.A. Davis
External painting	9 months	30/07/01	51	Riley & Co
External painting	13 months	30/07/01	122	PDB
External painting	9 months	12/12/01	12	Riley & Co
Lobby Refurbishment	8 months	07/01/02	91	PDB

² Query assign – see the footnote to Clause 22

Contract	Contract Period	Commencement Date	Value (per annum) (£1,000s)	Contractor
Repairs before painting & PVCU Windows	18 months	01/04/01	2,215	Commercial Services
Safety and Servicing				
Gas Servicing & Safety	2yrs+	01/04/01	900	Vinshires
Alarm Service & Safety	2years	01/04/01	160	Sterling
Door Entry Systems	2years	01/04/01	110	Sterling
Electrical Safety Inspections	1yr+	01/04/01	130	B C Harpers
Fire Equipment Maintenance	5yrs	01/04/01	10	Lawton Fire Ltd
Lift Service & Maintenance	1yr	01/04/01	50	Stanah Lifts Ltd
Drains & Sewer Maintenance Ltd	1yr+	01/04/01	Managed by Area	Dial A Rod Ltd
Health & Safety				
Water Storage Tank Cleaning	1-2years	01/04/01	70	Hertel Services Ltd
Water Temperature Controls	1year	01/04/01	10	Vinshires
Small Scale Asbestos Removal	Carried out under Repair & Maintenance Contract		50	Commercial Services
Other				
Communal TV Arial Maintenance	1yr +	01/04/01	20	Metro Digital Television

Contract	Contract Period	Commencement Date	Value (per annum) (£1,000s)	Contractor
Capital Budget				
Burglar Alarms	1yr +	01/04/01	140	J Tomlinson Ltd
Replacement Warden Control Systems	1yr +	01/04/01	300	Attendo Systems Ltd
Electrical Upgrades	Carried out under Repairs & Maintenance Contract		180	Commercial Services
Electrical Rewires	1yr +	01/04/01	80	Commercial Services
New Heating Installations	1yr +	01/04/01	250	Vinshires
Individual CHIPS Door Entry Systems	1year	01/04/01	145	Barron McCann Ltd
Communal Door Entry Systems	1year	01/04/01	120	Cosmec Security Ltd
Replacement Smoke Alarms			150	Sterling
Asbestos Ventillation System Installation	Carried out under Repair & Maintenance Contract		151,339	Commercial Services
Asbestos Strip Out Cast Iron	Carried out under Repair & Maintenance Contract		714,604	Commercial Services
Non Traditional Property Mods	Carried out under Repair & Maintenance Contract		160	Commercial Services
Demolition (Cast Iron)	Carried out under Repair & Maintenance Contract		173,549	Commercial Services

THE SECOND SCHEDULE

Part A - COUNCIL'S ASSETS

Vehicle Holder	Vehicle Type	Registration Number	Expiry Date of Lease
Caretaker	Citroen Relay SWB Panel Van	RE51 WHL	4/10/05
Caretaker	Citroen Relay SWB Panel Van	Y623PRX	4/6/05
Caretaker	Ford Transit 190 Dropside	V326NOF	28/2/04
Caretaker	Nissan Cabstar	Y523FCH	14/3/05
Caretaker	Citroen Relay SWB Panel Van	X411DNU	14/2/05
Caretaker	Citroen Relay SWB Panel Van	X429DNU	14/2/05
Caretaker	Nissan Cabstar	Y239JCH	6/4/05
Caretaker	Citroen Relay SEB Panel Van	X452DNU	14/2/05
Community Watch Patrol	VW Transporter 1000	S997RKY	16/10/03
Community Watch Patrol	VW Transporter 1000	W424XBD	10/7/04
Community Watch Patrol	Vauxhall Astra Van 1.7 DTI	Y698KAU	23/3/05
Mobile Office	FA130.34 Mobile Housing Office	P278CCH	1/4/07
Asbestos Technician	Citroen Berlingo 1.9 TD	Y319KRA	10/8/05
Asbestos Technician	Citroen Berlingo 1.9 TD	Y343KRA	10/8/05

Part B - TRANSFERRED ASSETS

None constituting fixed assets having a capital value

THE THIRD SCHEDULE
PREMISES AND OTHER PROPERTY INFORMATION

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
OPERATIONAL PROPERTY (FREEHOLD)			
HE0096	SW OLD SINFIN LHO SHAKESPEARE ST	PURPOSE BUILT LOCAL HOUSING OFFICE WITHIN ESTATE EXTENDING TO 147 SQ M	50,000
HE0099	SW AUSTIN LHO 198-200 VILLAGE ST	PAIR OF SEMI DETACHED HOUSES CONVERTED TO 130 SQ M LOCAL HOUSING OFFICE	43,000
HE0103	SW LITTLEOVER LHO 75 HARTSHORNE RD	GF FLAT CONVERTED TO 40 SQ M LOCAL HOUSING OFFICE	15,500
HE0655	SW DONINGTON CLOSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0656	SW KESTREL CLOSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0657	SW GLENGARRY WAY COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0658	SW SANCROFT COURT COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0659	RAWDON ST COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0094	BINGHAM ST(LHO)	PURPOSE BUILT LOCAL HOUSING OFFICE WITHIN ESTATE EXTENDING TO 203 SQ M	70,000
HE0098	OSMASTON (LHO)	PAIR OF SEMI DETACHED HOUSES CONVERTED TO 118 SQ M LOCAL HOUSING OFFICE	32,000
HE0660	RODNEY HOUSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0661	WILKINS DRIVE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0662	HUMBER CLOSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0663	NIDDERDALE COURT COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0664	ACORN CLOSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0665	FILBERT WALK COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0666	WATERMEADOW ROAD COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0667	SE SLINDON CROFT COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0095	NE SUSSEX CIRCUS(LHO)	PURPOSE BUILT LOCAL HOUSING OFFICE WITHIN ESTATE EXTENDING TO 208 SQ M	74,000
HE0486	NE ROOSEVELT AVE(LHO)	CONVERTED SHOPS ON SUBURBAN PARADE USED AS LOCAL HOUSING OFFICE	55,000
HE0097	NE COWSLEY (LHO)	PAIR OF SEMI DETACHED HOUSES CONVERTED TO 118 SQ M LOCAL HOUSING OFFICE	32,000
HE0100	NE SPONDON (LHO)	BEDSIT ON GF OF BLOCK OF FLATS CONVERTED TO 77 SQ FT LOCAL HOUSING OFFICE	16,000
HE0651	NE MAX RD COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0652	NE CONISTON CRESCENT COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0653	NE OAKLEIGH AVE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0654	NE CRADDOCK AVE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0101	NW STOCKBROOK ST LHO	PURPOSE BUILT LOCAL HOUSING OFFICE ON EDGE OF ESTATE EXTENDING TO 211 SQ M	102,000
HE0487	NW MACKWORTH LHO 89 PRINCE CHARLES AVE	CONVERTED SHOP & MAISONNETTE EXTENDING TO 122 SQ M ON SUBURBAN PARADE USED AS LOCAL HOUSING OFFICE	61,000
HE0102	NW BROOK ST LHO	PURPOSE BUILT LOCAL HOUSING OFFICE WITHIN ESTATE EXTENDING TO 148 SQ M	56,000
HE0640	NW GROVE HOUSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0641	NW CENTURION WALK COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0642	NW STREATHAM WALK COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0643	NW REBECCA HOUSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0644	NW OAKVALE HOUSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0645	NW WHITECROSS HOUSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
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HE0646	NW COLVILLE ST COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0647	NW BOYER ST COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0648	NW TINTAGEL CLOSE COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0649	NW HOLLY COURT COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	
HE0650	NW EATON COURT COMMON ROOM	PURPOSE BUILT B&T COMMON ROOM SERVING OAP COMPLEX	

OPERATIONAL PROPERTY (LEASEHOLD)

HE0092	SW NEW SINFIN LHO 17 THE PRECINCT SINFIN	LEASEHOLD LOCK UP SHOP IN DISTRICT CENTRE EXTENDING TO 65 SQ M	30,000
HE0091	SE ALVASTON(LHO)	LEASEHOLD LOCK UP SHOP WITHIN DISTRICT CENTRE EXTENDING TO X SQ M	68,000
HE0153	SE CHELLASTON(LHO)	LEASEHOLD LOCK UP SHOP WITHIN DISTRICT CENTRE EXTENDING TO X SQ M	15,000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
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CARDINAL SQUARE

OPERATIONAL PROPERTY (NON HOUSING)

HE0011	SE TAYLOR ST	SMALL CAR PARK IN INNER CITY USED FOR RESIDENT PARKING	3,200
HE0012	SE DICKINSON ST	SMALL CAR PARK IN INNER CITY USED FOR RESIDENT PARKING	2,000
HE0509C	SE GARAGES - LHO MANAGED SE	BLOCKS OF GARAGES SINGLE STOREY MAINLY BRICK BUILT	228,000
HE0238C	SE BERWICK CLOSE GARAGE SITES	ESTATES MANAGED PLOTS (2) FOR GARAGES	0
HE0509D	SW VARIOUS GARAGES - LHO MANAGED SW	BLOCKS OF GARAGES SINGLE STOREY MAINLY BRICK BUILT	138,000
HE0238D	SW UNDERHILL AVE GARAGE SITES	ESTATES MANAGED PLOTS FOR GARAGES	1,000
HE0509A	NE GARAGES - LHO MANAGED NE	BLOCKS OF GARAGES SINGLE STOREY MAINLY BRICK BUILT	335,000
HE0238	NE PATERSON AVE GARAGE SITES	22 GARAGE PLOTS LET ON GROUND LEASES	0
HE0509B	NW GARAGES - LHO MANAGED NW	BLOCKS OF GARAGES SINGLE STOREY MAINLY BRICK BUILT	350,000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0235A	NW NEWTONS WALK GARAGE COURT	ESTATES MANAGED BLOCK OF GARAGES	4,000
HE0235B	NW GRAYLING ST GARAGE COURT	ESTATES MANAGED BLOCK OF GARAGES	7,500
HE0235C	NW MOUNT ST GARAGE COURT	ESTATES MANAGED BLOCK OF GARAGES	5,000
HE0235D	NW JACKSON ST GARAGE COURT	ESTATES MANAGED BLOCK OF GARAGES	8,500
HE0235E	NW CROMPTON ST GARAGE COURT	ESTATES MANAGED BLOCK OF GARAGES	5,000
HE0238A	NW MACKWORTH GARAGE SITES	ESTATES MANAGED PLOTS FOR GARAGES	8,000
HE0238B	NW DREWRY/MONK ST GARAGE SITES	ESTATES MANAGED PLOTS FOR GARAGES	600

INDIRECT OPERATIONAL PROPERTY (SPECIAL HOUSING)

HE0525U	SE 1064 LONDON RD	HOUSE LET TO HOUSING ASS FOR HOSTEL	7000
HE0525AB	SE 45 VARLEY ST	HOUSE LET TO HOUSING ASS FOR ADVICE CENTRE	11000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0525	26 VICTORY RD	HOUSE LET TO HOUSING ASS FOR ADVICE CENTRE	14,000
HE0525AA	28&30 VARLEY ST	HOUSE LET TO HOUSING ASS FOR ADVICE CENTRE	21,500
HE0525	46/48 WAVERLEY ST	HOUSE LET TO HEALTH AUTH	36,000
HE0525N	42 BUCHAN ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0525Y	173 MARLBOROUGH RD	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0525S	66 & 68 GLOSSOP ST	HOUSE LET TO HOUSING ASS FOR DROP IN CENTRE	22,000
HE0525T	123 HAWTHORN ST	HOUSE LET TO LOCAL GROUP FOR DROP IN CENTRE	9,000
HE0525M	18 BROOKHOUSE ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	8000
HE0525L	16 BROOKHOUSE ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0525AV	30 FLINT ST,	HOUSE LET TO HOUSING ASS FOR HOSTEL	8000
HE0525X	74 LORD ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0525W	64 LORD ST.	HOUSE LET TO HOUSING ASS FOR HOSTEL	7000
HE0525V	13 LORD ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	8000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0525R	SE 31 CARTER ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7000
HE0525P	SE 20 CARTER ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	8000
HE0525Q	SE 25 CARTER ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0525AC	SE 34 WHITTINGTON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7000
HE0525AD	SE 36 WHITTINGTON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0525AE	SE 47 WHITTINGTON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7000
HE0525AF	SE 49 WHITTINGTON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	7500
HE0526	SE VARIOUS SITES SE	SITES LET ON LONG LEASES TO NORTH HOUSING ASS FOR SOCIAL HOUSING	18,000
HE0495	SE BRANKSOME AVE - VARIOUS	RETAINED SHARED OWNERSHIP	111,000
HE0525G	SW 36 ST JAMES RD	HOUSE LET TO HOUSING ASS FOR ADVICE CENTRE	17,500
HE0525B	SW 108 CAMERON RD	HOUSE LET TO HOUSING ASS FOR HOSTEL	2000
HE0525E	SW 59 REEVES RD	HOUSE LET TO HOUSING ASS FOR HOSTEL	1500
HE0525F	SW 85 REEVES RD	HOUSE LET TO HOUSING ASS FOR HOSTEL	1500

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0525AY	SW 16 RAWDON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	15000
HE0525C	SW 41 CHURCH ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	3000
HE0618	SW GRAMPIAN WAY - CLAG SITE	125 YR LEASE FROM 1998 OF SITE USED FOR HOUSES FOR PEOPLE WITH SPECIAL NEEDS	0
HE0619	SW GRAMPIAN WAY - SELF BUILD SITE	125 YR LEASE FROM 1998 OF SITE USED FOR SELF BUILD	0
HE0580B	SW 118 PORTER RD	50% SHARED OWNERSHIP	10,000
HE0580C	SW 16 CARLYLE ST	50% SHARED OWNERSHIP	8,000
HE0580D	SW 12 CARLYLE ST	50% SHARED OWNERSHIP	8,000
HE0525AR	NE BANGOR ST 86	HOUSE LET TO HOUSING ASS FOR HOSTEL	9500
HE0525AQ	NE BANGOR ST 34	HOUSE LET TO HOUSING ASS FOR HOSTEL	9500
HE0525AS	NE WENSLEY DR 3	HOUSE LET TO HOUSING ASS FOR HOSTEL	9000
HE0525AT	NE CAMBRIDGE ST 70	HOUSE LET TO HOUSING ASS FOR HOSTEL	9000
HE0525AU	NE CANTERBURY ST 43/45	HOUSE LET TO HOUSING ASS FOR HOSTEL	12500
HE0525AV	NE LANARK ST 11	HOUSE LET TO HOUSING ASS FOR HOSTEL	9500
HE0525AX	NE WILTSHIRE RD 224	HOUSE LET TO HOUSING ASS FOR HOSTEL	9500
HE0525BN	NE LANARK ST 8/10	HOUSE LET TO HOUSING ASS FOR HOSTEL	22000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0525AK	NW 45 HARTINGTON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	9500
HE0525BD	NW 304 STOCKBROOK ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	19000
HE0525BN	NW 5-6 WHITECROSS HSE	HOUSE LET TO HOUSING ASS FOR HOSTEL	18000
HE0525AH	NW 64 FARM ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	2000
HE0525AN	NW 53 MOSS ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	8000
HE0525H	NW 37 STRUTT ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	3000
HE0525AL	NW 30 JACKSON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	4500
HE0525J	NW 2 WHISTON ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	3000
HE0525AG	NW 38 CEDAR ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	6000
HE0525AZ	NW 73 ARTHUR ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	27500
HE0525BB	NW 27 MACKENZIE ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	19000
HE0525BA	NW 22 FREEHOLD ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	21500
HE0525BC	NW 57 STANLEY ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	19500

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0525BF	NW 58 WOLFA ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	21000
HE0525BE	NW 27 WOLFA ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	21000
HE0525BG	NW 40 BURTON RD	HOUSE LET TO HOUSING ASS FOR HOSTEL	20000
HE0525BH	NW 7 ELDON HOUSE	HOUSE LET TO HOUSING ASS FOR HOSTEL	20000
HE0525BI	NW 15 LEAPER ST	HOUSE LET TO HOUSING ASS FOR HOSTEL	22000
HE0580A	NW 14 FINDERN ST - SHARED OWNERSHIP	50% SHARED OWNERSHIP	10,000
HE0497	NW MORLEY EST - VARIOUS	10 SHARED OWNERSHIP HOUSES	100,000
HE0440	NW ALBANY RD - VARIOUS	7 SHARED OWNERSHIP HOUSES	73,000
HE0498	NW EATON COURT - VARIOUS	31 SHARED OWNERSHIP HOUSES	395,000
HE0496	NW MICKLEHAVEN - VARIOUS	14 SHARED OWNERSHIP HOUSES	135,000

NON OPERATIONAL PROPERTY

HE0528	SE	YARMOUTH HSE-ORANGE	ARIAL MOUNTED ON BLOCK OF FLATS	30,000
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REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0513C SE	AIREDALE WALK - GAS GOVERNORS	GAS GOVERNOR SITE LET TO BRITISH GAS	1,250
HE0129 SE	CHELLASTON RD SHELTON LOCK	183 SQ M SITE USED AS OAP HUT	5,000
HE0127 SE	MAPLE DR	SITE USED AS OAP HUT	3,000
HE0529C SE	VARIOUS REAR ACCESSES SE	3 REAR ACCESSES IN NW	4,000
HE0511 SE	HARVEY RD SITE	1.33 HA DEV SITE	594,000
HE0156 SE	MOSEDALE CL SITE	996 SQ M DEV SITE	31,000
HE0306 SE	CRAYFORD RD LAND	438 SQ M DEV SITE	20,000
HE0288 SE	SITE ADJ TO 25 CHADWICK AVE	125 YR LEASE TO HOME HOUSING ASS.	100
HE0634 SE	ADJ - 7 OAKTREE AVE - SITE	CLEARED SITE OF 2 HOUSES SUITABLE FOR REDEVELOPMENT	10,000
HE0514C SE	13 SUB STATIONS SE	SITES LET TO EMEB	16,250
HE0137 SE	HARVEY RD 714/716	LOCK UP SHOP LET AT RACK RENT	77000
HE0178 SE	HARVEY RD 638	LOCK UP SHOP LET AT RACK RENT	40000
HE0179 SE	HARVEY RD 640	LOCK UP SHOP LET AT RACK RENT	39000
HE0197 SE	HOLBROOK RD 103	LOCK UP SHOP LET AT RACK RENT	33000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0197	SE HOLBROOK RD 107	LOCK UP SHOP LET ON PEPPERCORN	0
HE0197	SE HOLBROOK RD 95	LOCK UP SHOP LET ON PEPPERCORN	0
HE0197	SE HOLBROOK RD 99	LOCK UP SHOP LET ON PEPPERCORN	0
HE0227	SE YARMOUTH HSE 2 & 7	LOCK UP SHOP LET AT RACK RENT	27000
HE0227	SE YARMOUTH HSE 3	LOCK UP SHOP CURRENTLY VACANT	7500
HE0232	SE RIDGEWAY 87/87A	LOCK UP SHOP LET AT RACK RENT	35000
HE0239	SE CRAYFORD RD LL 9,15,19,23	4 LOCK UP SHOPS LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0425B	SE CO-OP GL - HOLBROOK RD	SITE LET TO CO-OP	1000
HE0425C	SE CO-OP GL - CRAYFORD RD	SITE LET TO CO-OP	1000
HE0513D	SW EDNASTON AVE - GAS GOVERNOR	SITE LET TO BRITISH GAS	1,250
HE0616	SW GRAMPIAN WAY - COMMUNITY SITE	SITE LET TO COMM. LIVING ACTION GROUP FOR COMM CENTRE	0
HE0055	SW THE GRAMPIAN GRAMPIAN WAY	GROUND LEASE TO BREWERY FOR PUBLIC HOUSE	100,000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0057	SW SINFIN SOCIAL CLUB ARLESTON LANE	GROUND LEASE TO BREWERY FOR COMM CENTRE	30,000
HE0009	SW SCOUT HUT - WITHAM DR LITTLEOVER	SITE LET FOR SCOUT HUT	750
HE0215	SW GRAMPIAN WAY - DEVELOPMENT SITE	1.73 HA FUTURE DEV SITE	555,000
HE0621	SW GRAMPIAN WAY - SITE ADJ CITY TRAINING	1376 SQM FUTURE DEV SITE	33,000
HE0160	SW HAVENBAULK LANE LAND	1.2 HA FUTURE DEV SITE	275,000
HE0530	SW SINFIN LANE LAND	3.23 HA FUTURE DEV SITE	27,000
HE0158	SW CAXTON ST SITE	703 SQ M FUTURE DEV SITE	20,000
HE0159	SW COLERIDGE ST SITE	289 SQ M FUTURE DEV SITE	8,500
HE0170	SW LAND - ARLESTON LANE/SINFIN MOOR LANE	LAND LET TO COMM ASS FOR PLAYING FIELD/AMENITY LAND	250
HE0514D	SW VARIOUS SUB STATION SITES - SW	7 SITES LET TO EMEB	9,000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0034	SW OAKLANDS AVE 115 TO 125	PARADE OF 5 SHOPS LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0195A	SW AUSTIN AVE 10	LOCK UP SHOP LET AT RACK RENT	41000
HE0195B	SW AUSTIN AVE 12	LOCK UP SHOP LET AT RACK RENT	33000
HE0195C	SW AUSTIN AVE 8	LOCK UP SHOP LET AT RACK RENT	33000
HE0241	SW FALCON WAY 43	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0051A	NE ROOSEVELT AVE 65	LOCK UP SHOP LET AT RACK RENT	55000
HE0051B	NE ROOSEVELT AVE 47	LOCK UP SHOP LET AT RACK RENT	35000
HE0051C	NE ROOSEVELT AVE 23	LOCK UP SHOP LET AT RACK RENT	31000
HE0051D	NE ROOSEVELT AVE 35	LOCK UP SHOP LET AT RACK RENT	28000
HE0051E	NE ROOSEVELT AVE 41	LOCK UP SHOP LET AT RACK RENT	26000
HE0051F	NE ROOSEVELT AVE 29	LOCK UP SHOP LET AT RACK RENT	26000
HE0135	NE BERWICK AVE 2	LOCK UP SHOP LET AT RACK RENT	52000
HE0186	NE HADDON DRIVE 25a	LOCK UP SHOP CURRENTLY VACANT	50000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0231A	NE SCARBOROUGH RISE 2	LOCK UP SHOP LET AT RACK RENT	30000
HE0231B	NE SCARBOROUGH RISE 4/6	LOCK UP SHOP LET AT RACK RENT	48000
HE0231C	NE SCARBOROUGH RISE 8	LOCK UP SHOP LET AT RACK RENT	24000
HE0400A	NE MERCASTON RD 10	LOCK UP SHOP LET AT RACK RENT	23000
HE0400B	NE MERCASTON RD 14	LOCK UP SHOP LET AT RACK RENT	31000
HE0400C	NE MERCASTON RD 6	LOCK UP SHOP LET AT RACK RENT	31000
HE0400D	NE MERCASTON RD 2	LOCK UP SHOP LET ON LONG LEASE AT PEPPERCORN RENT	0
HE0400E	NE WOLLATON RD 64	LOCK UP SHOP LET ON LONG LEASE AT PEPPERCORN RENT	0
HE0400F	NE WOLLATON RD 68	LOCK UP SHOP LET AT RACK RENT	25000
HE0401A	NE MAYFIELD RD 168/170	LOCK UP SHOP LET AT RACK RENT	22000
HE0401B	NE SUSSEX CIRCUS 31/33	LOCK UP SHOP LET AT RACK RENT	32000
HE0401C	NE SUSSEX CIRCUS 35	LOCK UP SHOP LET AT RACK RENT	28000
HE0401D	NE SUSSEX CIRCUS 41	LOCK UP SHOP LET ON LONG LEASE AT PEPPERCORN RENT	0

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0425A	NE CO-OP GL - SCARBOROUGH RISE	LET TO CO-OP ON GROUND LEASE	1500
HE0633	NE BANGOR ST 69/71	LOCK UP SHOP LET AT RACK RENT	31000
HE0514	NE VARIOUS SUB STATIONS	7 SUB STATION SITES LET TO EMEB IN NE AREA	8,750
HE0529A	NE VARIOUS REAR ACCESSES NE	2 REAR ACCESSES IN NE AREA	1,500
HE0513	NE VARIOUS GAS GOVERNORS	7 GAS GOVERNOR SITES LET TO BRITISH GAS IN NE AREA	8,750
HE0154	NE SITE ADJ TO 75 BORROWFIELD	556 SQ M FUTURE DEV SITE	3,000
HE0056	NE ROYAL CROWN DERBY CAVAN DR	GROUND LEASE OF PUBLIC HOUSE SITE	54,000
HE0054	NE THE ROCKET SCARBOROUGH RISE	GROUND LEASE OF PUBLIC HOUSE SITE	3,500
HE0527	NW RIVERMEAD HSE	2 ARIALS MOUNTED ON BLOCK OF FLATS	60,000
HE0422	NW LAND ADJ TO 22 TALBOT ST	955 SQ M SITE NR PROPOSED RING RD	70,000
HE0513B	NW OAK ST - GAS GOVERNOR	SITE LET TO BRITISH GAS	1,250
HE0053	NW BULL & BUSH HENLEY GREEN	GROUND LEASE OF PUBLIC HOUSE SITE	3,000
HE0030	NW VARIOUS LONG LEASES	LONG LEASES OF RES PLOTS IN MACKWORTH	1,500
HE0515	NW GROVE ST LODGE ARBORETUM PARK	DERELICT PARK LODGE	0

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0529B	NW VARIOUS REAR ACCESSES NW	27 REAR ACCESSES IN NW	14,000
HE0201	NW LEYTONSTONE DR MACKWORTH	0.13 HA SITE LET FOR SCOUT HUT	5,000
HE0425D	NW EDGEWARE RD	SITE LET TO CO-OP	1,000
HE0266	NW UTTOXETER RD/KINGSWAY	0.23 HA FUTURE DEV SITE	87,000
HE0307	NW MUSWELL RD	425 SQ M FUTURE DEV SITE	18,000
HE0268	NW LAND BET 163/173 GREENWICH DR STH	476 SQ M FUTURE DEV SITE	7,500
HE0150	NW SITE BET 50/58 BELGRAVE ST	FUTURE DEV SITE	8,000
HE0603	NW BEDFORD ST SITE	SITE LET TO NORTHERN COUNTIES WITH 35 YRS REMAINING	35,000
HE0635	NW ADJ 9 ENFIELD RD	250 SQ M FUTURE DEV SITE	20,000
HE0514B	NW 12 SUB STATIONS NW	SITES LET TO EMEB	15,000
HE0120A	NW PRINCE CHARLES AVE 71	LOCK UP SHOP LET AT RACK RENT	44,000
HE0120B	NW PRINCE CHARLES AVE 77	LOCK UP SHOP LET AT RACK RENT	44,000
HE0120C	NW PRINCE CHARLES AVE 79	LOCK UP SHOP LET AT RACK RENT	44,000
HE0120D	NW PRINCE CHARLES AVE 85	LOCK UP SHOP LET AT RACK RENT	44,000
HE0120E	NW PRINCE CHARLES AVE 93	LOCK UP SHOP LET AT RACK RENT	44,000

REF NUMBER	ADDRESS	DESCRIPTION AND AREA	EUV £'s
HE0120F	PRINCE CHARLES AVE 69	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0120G	PRINCE CHARLES AVE 73/75	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0120H	PRINCE CHARLES AVE 81	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0120J	PRINCE CHARLES AVE 83	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0120K	PRINCE CHARLES AVE 87	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0120L	PRINCE CHARLES AVE 91	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0120M	PRINCE CHARLES AVE 95	LOCK UP SHOP LET ON GROUND LEASE & PEPPERCORN RENT	0
HE0226A	DRAYTON AVE 2	LOCK UP SHOP LET AT RACK RENT	22,000
HE0226B	DRAYTON AVE 6	LOCK UP SHOP CURRENTLY VACANT	10,000
HE0226C	DRAYTON AVE 10	LOCK UP SHOP CURRENTLY VACANT	6,000
HE0226D	DRAYTON AVE 14/18	LOCK UP SHOP LET AT RACK RENT	34,000
HE0226E	DRAYTON AVE 22	LOCK UP SHOP LET AT RACK RENT	17,000

**THE FOURTH SCHEDULE
TRANSFERRING EMPLOYEES ETC
PART I - TRANSFERRING EMPLOYEES**

See the following attachment

PART II - CAR LEASES

Employee	Vehicle	Registered number	Lease Company	Start Date	End Date	Annual Rental
Phil Davies	Ford Focus	X502 WRM	Custom Fleet	11/12/2000	10/12/2004	£2,700.95
David Greatorex	Vauxhall Astra	T588 PCA	Custom Fleet	03/08/2003	02/08/2003	£2,300.36

PART III - CAR LOANS

Employee	Date of Loan	Amount Borrowed	Interest Rate	Capital Outstanding 1/4/02	Project interest from 1/4/02	Project insurance from 1/4/02	Project Admin Fee from 1/4/02	Total value of payments outstanding	Original period of Loan (in months)	Final payment due
Bale D A	17/2/00	4,745.00	4.45	2,480.13	198.22	27.65	22.77	2,728.77	48	25/2/04
Bayley M G	19/5/00	4,645.00	4.45	2,621.51	228.49	29.00	24.25	2,903.25	48	25/4/04
Chapman H	3/2/00	2,975.00	4.45	903.91	32.79	3.75	8.30	948.75	36	25/1/03
Coles J M	29/3/01	6,400.00	4.45	5,344.11	915.09	38.40	-	6,297.60	60	25/3/06
Davis M	15/10/98	6,271.00	4.45	1,050.78	26.59	5.20	9.17	1,091.74	48	25/10/02
Hanson E M	12/3/01	2,750.00	4.45	1,912.77	165.39	2.64	-	2,080.80	36	25/3/04
Minto K A	30/11/01	8,195.00	4.20	7,615.02	1,159.02	44.88	-	8,818.92	48	25/11/05
Nyland S A	12/3/01	2,500.00	4.45	1,738.70	150.34	-	-	1,889.04	36	25/3/04
Pfaff N C	1/2/01	2,114.48	4.45	1,573.80	190.46	-	-	1,764.26	48	25/1/05
Plant S M	1/11/00	7,000.00	4.45	4,799.95	525.54	-	-	5,325.49	48	25/10/04
Robinson C R	25/3/99	7,000.00	4.45	1,978.83	82.65	21.52	17.52	2,100.52	48	25/3/03
TOTAL				32,019.51	3,674.58	173.04	82.01	35,949.14		
These figures are on the basis that payments are made as agreed, with the loan running for the full term.										

THE FIFTH SCHEDULE
COMPUTER SYSTEMS AND SOFTWARE CURRENTLY
USED BY THE COUNCIL

[to be inserted]

THE SIXTH SCHEDULE

FINANCIAL ARRANGEMENTS³

The transfer of monies to the Organisation

The City Council shall hold funds on behalf of Derby Homes. The Director of Finance of Derby City Council will authorise access to the Council's corporate financial systems to enable Derby Homes to identify all income and expenditure charged to it. Expenditure of these monies, including those related to services provided under the Ninth Schedule shall, be debited from the Derby Homes budget only on the basis of the prior written authorisation of a duly authorised officer of Derby Homes.

The calculation the Organisation's fee

The Management Fee for the provision of services set out in the Annex 3 shall consist of

The jointly agreed element of the Housing Revenue Account supervision and management budget as determined by the City Council that relates to the services set out in Annex 3

plus

The Housing Repairs Account

plus

A jointly agreed % of the value of schemes within the Housing Capital Programme

plus

Any surpluses as defined in Clause 53

plus

Any net gain in additional Housing Subsidy related to the ALHM resources conditionally allocated by the Secretary of State on 29 November 2001. Net gain means

The revenue income received as a consequence of the ALHM allocation

Less the borrowing and debt repayment costs associated with that allocation

Derby Homes' Delivery Plan and additional capital spend to include agreed reasonable elements of spend on additional costs associated such as

IT costs

Capitalised salaries

Publicity and consultation

Business development costs including project management and fees

THE SEVENTH SCHEDULE
FORM OF LEASE/LICENCE FOR PREMISES

HEADS OF TERMS FOR THE OCCUPATION OF CARDINAL SQUARE

SUBJECT TO CONTRACT

The following terms form the basis of a proposed new leases agreed by Philip Quiggin of Lambert Smith Hampton acting on behalf of Nurton Developments and Stephen Meynell of Derby City Council Estates Department acting on behalf of Derby City Council Housing Services.

1.0 The Premises

2nd & 3rd Floors, South Point, Cardinal Square, 10 Nottingham Road, Derby comprising self-contained offices totalling approximately 1,196 sq m (12,872 sq ft) together with 24 car parking spaces.

2.0 Landlord

Broadsword 2000 Ltd
c/o Nurton Developments
8 George Street
St John's Square
Wolverhampton
WV2 4DL

3.0 Tenant

Derby City Council
The Council House
Corporation Street
Derby
DE1 2FS

4.0 Proposed Transaction

The premises are to be held on a new full repairing and insuring lease based on the following terms :

4.1 Term - 5 years.

4.2 Rent - £103,000 per annum (based on a net internal floor area of 12,872 sq ft at £8 per sq ft). The rent will not be subject to review during the lease term.

4.3 **Rent Free Period** - The tenant will receive a three months rent free period from the date of lease commencement or occupation, whichever is the earlier.

4.4 **Repairs and Insurance** - The premises will be held on effectively full repairing and insuring terms. The landlord will retain the responsibility for insurance recovering premiums from the tenants on a pro rata basis. The upkeep of the structure and common parts together with the provision of heating, etc will be the responsibility of the landlord, the cost being recovered from the occupiers by way of a service charge.

4.5 **Alienation** - The tenant will be permitted to assign the whole or sublet the whole or parts (whole floors) subject to the usual tests and conditions.

4.6 **Use** - The premises will be used only as offices within Class B1(a) of the Town and Country Planning (Use Classes Order) Act 1987.

4.0 **Additional Car Parking**

The tenant will be permitted to hold an additional number of car parking spaces on separate licence which can be terminated at any time by either party upon serving one months written notice. The licence fee will be based on £500 per space per annum.

5.0 **Legal Costs**

Each party is to be responsible for their own legal costs. In the event that either party withdraws for any reason, the party withdrawing will pay the other party's reasonable abortive legal costs, incurred pro rata up to the point of withdrawal.

6.0 **Landlord's Solicitors**

Wragge & Co
55 Colmore Row
Birmingham
B3 2AS
F.A.O. Jason Jackson
Tel No: 0121 233 1000
Fax No: 0121 214 1099

7.0 **Tenant's Solicitors**

Derby City Council Legal Department

Contact details to be provided

8.0 **Conditions**

10.1 Subject to landlord's formal board approval.

10.2 Subject to contract.

THE EIGHTH SCHEDULE
USE OF COUNCIL'S COMPUTERS

[to be inserted]

THE NINTH SCHEDULE

SERVICES SUPPLIED BY COUNCIL

[One or more specifications describing the service(s) with (if relevant) rights to vary and terminate]

Except where specified the services listed below shall be supplied for a jointly agreed period on such terms and conditions as may be jointly agreed.

Chief Executive's Department

Advice and assistance on the conduct of best value reviews

Advice and assistance on community safety matters

Advice and assistance on e-mail government service delivery

Advice and assistance on equalities policies and practices

Advice and assistance on marketing and communications matters.

Advice and assistance on regeneration and neighbourhood renewal issues

Advice and assistance on national and EU strategies and funding programmes

Information technology services, including access to e-mail, internet and other services provided through the IT facilities management agreement between the Council and external contractors.

Corporate Services

Arranging the repair and maintenance of non-residential HRA assets, including estate shops

Conveyancing of properties and subsequent advice and assistance in respect of the management of leasehold properties

Courier service to and from Cardinal Square, Local Housing Offices and City Council administrative buildings.

Health and safety advice and assistance

Legal advice

Legal proceedings

Letting and management of HRA shops on council estates

Minute taking at Board and other meetings of Derby Homes

Occupational health and staff welfare services

Property valuation

Personnel advice and assistance

Procurement advice and assistance, including the arrangement of any corporate contracts to which Derby Homes has access

Telecommunications services, including use of the Council's main switchboard

Training and employment development advice and assistance

Commercial Services

Advice on building control, building regulations and planning matters

Advice on structural engineering issues

Architectural and Quantity Surveying Services

Building Cleaning

Building maintenance

Catering

Cost estimating and Feasibility Studies

Grounds Maintenance

Housing Repairs and Maintenance to August 2003.

Landscaping

Vehicle Maintenance and management

Development and Cultural Services

Provision of staff car parking

Financial Services

Access to all appropriate financial systems, for example payroll, travel and subsistence, CODAS and budget preparation

Completion of the HRA Business Plan Expenditure Model

Financial advice

Insurance arrangement

Internal audit services

Management of bank account

Payment to employees, suppliers and other parties

Payroll services

Pension arrangements with the Derbyshire County Council

Preparation of PAYE, National Insurance and CIS monthly and yearly returns, to be agreed with Derby Homes

Security services for cash collection from Local Housing Offices

Tax and national insurance returns

Housing services

Advice and assistance on energy efficiency matters

Advice and assistance on allocations and lettings policies and practices

Advertising of properties through the Derby Homefinder service

Carrying out, commissioning and analysing customer surveys

Carrying out, commissioning and analysing research

Development of vacant and surplus HRA land and premises

Use of a Geographic Information System

Receiving out-of-hours emergency repair requests

Receiving out-of-hours requests for assistance from sheltered housing residents

THE TENTH SCHEDULE

COUNCIL'S CONSULTATION AND NEGOTIATION PROCEDURES

DERBY CITY COUNCIL CORPORATE JOINT COMMITTEE CONSTITUTION, OBJECTIVES AND PROCEDURE

1. NAME OF COMMITTEE

The Committee is called the Derby City Council Corporate Joint Committee -referred to in this document as the CJC - for employees whose terms and conditions are in accordance with the:

- NJC for Local Government Services
- JNC for Local Authority Craft and Associated employees
- JNC for Chief Officers of Local Authorities

as may be supplemented by local or provincial agreements.

2. OBJECTIVES

The CJC's objectives are . . .

- (a) To enable the representatives of employers and employees to consult, so that the Council's aims may be achieved and its efficiency improved.
- (b) To provide a means for regular consultation and negotiation on matters:
 - affecting all employees referred to in paragraph 1; and
 - which are not reserved for negotiation at national, provincial or other agreed levels, concerning industrial relations, working and other arrangements, and terms and conditions of employment.
- (c) To give employees the opportunity to play a greater part and take more responsibility in the Council's business.

3. REPRESENTATION

3.1 The CJC consists of one elected member appointed by the Council, and 18 members appointed by the trade unions. The trade union representation is:

- UNISON 10
- TGWU 2
- GMB-MPO 2
- UCATT 2
- AEEU-EETPU 2

- 3.2 Other Policy Executive members will be invited when an agenda item concerns their area of responsibility.
- 3.3 One full-time official of each of the trade unions may attend all CJC meetings as ex-officio members, but without the right to vote.
- 3.4 Members retire annually and are eligible for reappointment. An equal number of named substitute representatives can be appointed by his or her organisation. If a member is unable to attend any meeting, a named substitute may attend in his/her place.
- 3.5 If the Chair or a trade union representative relinquishes the duties for which he or she is nominated, he or she will cease to be a member of the CJC. Whichever side loses a member in this way must appoint a successor to serve for the rest of that member's term.
- 3.6 Two trade union representatives from the CJC have the right to attend the Teachers' Joint Committee as observers without the right to vote, and vice versa.

4. CHAIR

The Policy Executive member with responsibility for personnel issues will retain the chair and this will be confirmed at the start of each municipal year. In the absence of the appointed Chair, the Leader of the Council or another Executive member will attend and chair the meeting.

5. TRADE UNION SIDE SECRETARY

The trade union side will nominate a Secretary and the appointment will be confirmed at the start of each municipal year.

6. EMPLOYER'S SIDE SECRETARY

6.1 The Chief Personnel Officer will act as the Employer's Side Secretary.

6.2 Both sides' Secretaries will act as Joint Secretaries as necessary.

6.3 The Director of Corporate Services is responsible for minutes and arranging all meetings. The Joint Secretaries are responsible for agreeing agenda and minutes.

7. ADVISERS

Either side may bring to the meeting people with a specialist knowledge in a consultative or advisory capacity, but without the right to vote. The attendance of such people must be notified in advance to the Joint Secretaries who will, as necessary, provide them with documents for the meeting. This paragraph does not affect the rights given to full-time trade union officials in paragraph 3.3.

8. OBSERVERS

Each trade union may bring an observer to the Committee, but without the right to vote.

9. FUNCTIONS

The CJC's functions are . . .

- (a) To set up regular methods of consultation and negotiation between the Council and its employees.
- (b) To consider recommendations and approve changes on matters affecting Council employees.
- (c) To get the opinions of the trade unions and agree how to tackle problems affecting the different employment groups.
- (d) To consider any matters referred to it by any of the Council's Committees or Sub Committees, departmental Joint Consultative Committees and other Council Joint Consultative Committees.
- (e) To perform any other functions specifically assigned to it.

10. PROCEDURE

10.1 Calling of meetings

The CJC will be scheduled to meet quarterly; dates will be fixed at the first meeting in each municipal year. The Chair and Trade Union Side Secretary may together call a meeting at any time. A meeting must be called within 14 days of the Chair receiving a request for one signed by at least one third of the members of the trade union side. The notice requesting the meeting must state what business will be considered. Additional business may also be considered if both sides agree.

10.2 Right of trade union side to meet in advance

The trade union side members will meet three weeks before each CJC meeting to consider items for the agenda.

10.3 Deadlines for agenda items and circulation of minutes

Items for inclusion on the agenda must reach the Employer's Secretary 14 days before the day of the meeting. Items of an emergency or urgent nature may, however, be raised at the meeting. The Director of Corporate Services will circulate agendas and minutes of the previous meeting seven days before the date of the meeting.

10.4 Quorum

The quorum for a CJC meeting is ten Employee Representatives and one Elected member. An inquorate meeting will be reconvened.

11. REVIEW

The operation of this Committee will be jointly reviewed after one year or earlier by mutual agreement.

PCCOP
28 April 1998
Amended 30 July 1998
Amended 21 November 2000
Amended 6 September 2001

**DERBY CITY COUNCIL
CONSTITUTION FOR HOUSING SERVICES JOINT CONSULTATIVE
COMMITTEE
OBJECTIVES, FUNCTIONS AND PROCEDURE**

1. Name of Committee

The Committee is called the Housing Services Joint Consultative Committee.

2. Objectives

The Committee's objectives are:

- a) to promote good industrial relations and enable the representatives of the Department and employees to meet so that the department's and the Council's aims may be achieved and its efficiency improved;
- b) to provide a means for regular consultation and negotiation on matters of joint interest that affect employees in the Department;
- c) to give employees through their trade union representatives the opportunity to play a greater part and take more responsibility for the conditions under which their work is performed; and
- d) exchange opinions and seek ways to jointly agree with the trade unions how to tackle problems affecting employees in the department.

3. Functions

In support of these objectives the following issues are included in the Committee's terms of reference:

- a) allocation of duties, duty rotas and working hours;
- b) provision and use of materials and equipment;
- c) content and programmes of local training;
- d) general health, safety and welfare;
- e) general application of disciplinary rules and grievance procedures;
- f) general application of recruitment, selection and promotion procedures;
- g) to operate within the structure of the National and Provincial bargaining machinery;

- h) application and interpretation of Local, Provincial and National terms and conditions of service and agreements; and
- i) such other matters that are mutually agreed.

4. **Representation**

4.1 The Committee consists of the Executive Member with responsibility for the service area, departmental management representatives and representatives appointed by the recognised trade unions. Trade union representatives should be employed in the Department.

4.2 The management side representatives are:

Executive Member for Housing
Director of Housing Services
Senior Assistant Director (Strategy and Development)
Senior Assistant Director (Housing Management)
Assistant Director (Private Sector Housing Services)
Finance Manager

4.3 The trade union representation is allocated as follows

Union - UNISON Seats - 6

The trade unions must send the names and addresses of their representatives to the (suggest departmental personnel officer) and also notify him/her of any changes.

4.4 One full-time official of each of the trade unions may attend all Committee meetings as ex-officio members, but without the right to vote.

4.5 Members of the Committee retire annually and are eligible for reappointment. An equal number of named substitute representatives can be appointed by his or her organisation. If a member is unable to attend any meeting, a named substitute may attend in his/her place.

4.6 The level of representation on both sides will be kept under review and amended by joint agreement as appropriate to meet changing circumstances.

5. **Chair**

The Policy Executive Member with responsibility for the service area covered by the JCC will retain the Chair and this will be confirmed at the start of each Municipal Year. In the absence of the appointed Chair, the departmental Chief Officer or their nominated representative will Chair the meeting.

6. **Trade Union Side Secretary**

6.1 The trade union side will nominate a Secretary and the appointment will be confirmed at the start of each Municipal Year.

Article I. Employer's Side Secretary

6.2 The Employer's side will nominate a Secretary and the appointment will be confirmed at the start of each Municipal Year. The Employer's Side Secretary is responsible for minutes and arranging meetings; the Joint Secretaries for agreeing agenda and minutes.

7. Advisers

Either side may bring to the meeting people with a specialist knowledge in a consultative or advisory capacity, but without the right to vote. The attendance of such people must be notified in advance to the Joint Secretaries who will, as necessary, provide them with documents for the meeting. This paragraph does not affect the rights given to full-time trade union officials in paragraph 4.4.

8. Procedure

8.1 Calling of meetings

The Committee will be scheduled to meet quarterly. Dates will be fixed at the first meeting in each municipal year. The Chair and Trade Union Side Secretary may together call a meeting at any time. The notice requesting the meeting must state what business will be considered. Additional business may also be considered if both sides agree.

Trade union members of the Committee and any employee who attends in an advisory/observer capacity will receive their normal earnings (including bonus and/or plus payments) in respect of any time they have to spend in attending meetings of the committee and any pre meetings. Where meetings of the Committee occur when a member of the Trade Union Side should otherwise have been off duty, attendance will be regarded as overtime and paid for accordingly. Members of the Trade Union Side who incur travelling expenses to attend the meeting during normal working hours will be reimbursed. Separate meetings of the Management Side and of the Trade Union Side of the Committee will take place immediately prior to the meeting of the Joint Consultative Committee, and facilities for this purpose will be provided at the venue of the meeting.

The Management Side will be responsible for the notification and organisation of the Committee and pre meetings.

8.2 Right of trade union side to meet in advance

The Trade Union Side members will meet with departmental representatives approximately three weeks before each Committee meeting to consider and submit items for the agenda.

8.3 Agenda items and circulation of minutes

Items should normally be discussed with departmental management depending on the nature of the issue before being submitted for inclusion on the agenda.

Items for inclusion on the agenda must reach the Employer's Secretary 14 days before the day of the meeting. Items of an emergency or urgent nature may, however be raised at the meeting. The Employer's Side Secretary will circulate agendas and minutes of the previous meeting seven days before the day of the meeting. Minutes of meetings will be circulated to all departmental trade union representatives and displayed on noticeboards within the department.

8.4 Quorum

The quorum for the Committee meeting is 3 Employee Representatives and 3 Employer Representatives. An inquorate meeting will be reconvened.

8.5 Voting

No resolution will be carried unless it has been approved by a majority of the members present on each side of the Committee.

Where an issue relates solely to one discrete employment group as defined by the national negotiating machinery, then only those trade union representatives party to such national machinery will be entitled to vote.

8.6 Disagreement

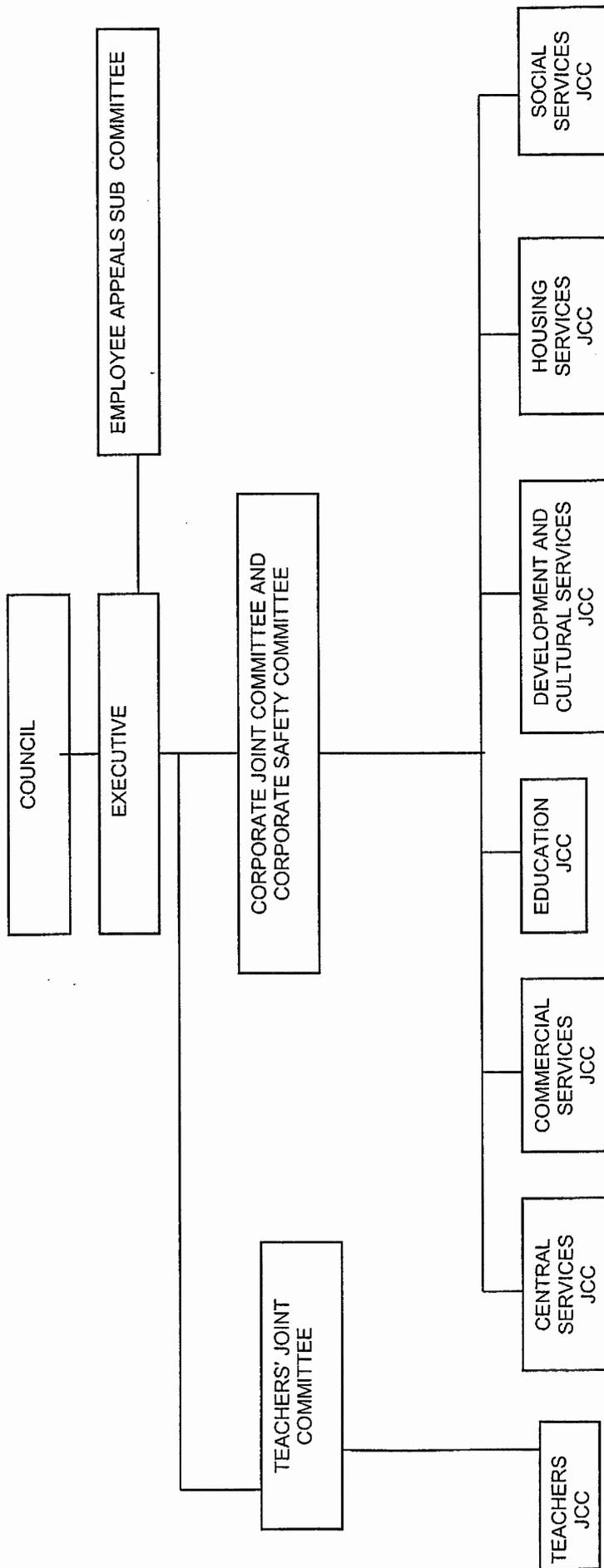
If the Committee is unable to arrive at an agreement or either side disagrees with a recommendation, the matter in dispute/difference will be referred to the Corporate Joint Committee.

Any matter raised at the Committee that has corporate implications will be referred to the Corporate Joint Committee.

9. Review

The operation of this Committee will be jointly reviewed after one year or earlier by mutual agreement.

THE TENTH SCHEDULE
COUNCIL'S CONSULTATION AND NEGOTIATION PROCEDURES



ELEVENTH SCHEDULE

COUNCIL'S EMPLOYMENT POLICIES, PROCEDURES AND PROTOCOLS

Abuse, Aggression and Violence Code
Accidents, Disease and Danger reporting
Achievement and Development Scheme
Alcohol and Drug Problems Code
Amendments to the Attendance Monitoring Procedure
Attendance Monitoring Procedure
Bad Weather Arrangements
Bereavement and other Urgent Leave Policy
Car Loans
Car Parking
Casual, Temporary and Fixed Term Contracts [Pending]
Code of Conduct [Pending]
Conference or Seminar Attendance Guide
Confidential Reporting [Pending]
Counselling Services [Pending]
Cycling Scheme [Pending]
Disabled people working for Derby City Council
Display Screen Equipment Code
Employee Secondments
Employee's Religious and Cultural Needs - Managers' Guidance
Equalities Policy
Ex-gratia Payments/loss or Damage to Personal Property [Pending]
Flexible Hours Employee Guide
Flexible Hours Timesheet
Flexible Hours Managers Guide
Gratuity Scheme [Pending]
Grievance Procedure
Grievance Procedure Managers Guide
Harassment Policy
Health and Safety Policy
HIV and Infectious Diseases Policy
Honoraria [Pending]
Ill Health Procedure
Improving Employee Performance Policy
Improving Employee Performance Managers guide
Injury Allowances
Internet and Email Policy
Job sharing Policy
Lease Car Schemes
Leave and Time off Policies
Lieu Time [Pending]
Lone Working Code
Long Service Award [Pending]

Maternity Information Pack
Notice Periods
Occupational Stress Policy [Pending]
Overpayments Procedure
Parent Leave Policy
Pay and Payments Code
Personal Files
Private Phone Calls Code
Protection of Earnings Policy
Qualification Training Scheme Policy and Procedure
Qualification Training Scheme Employee Guide
Recruitment Advertising
Recruitment and Selection
Redeployment Procedure
Regrading Procedure
Retirement and Pay
Return to work after sickness absence - guidance for managers
Sick Pay and Sick Leave Code
Telephone Allowance scheme
Trade Union Time Off Facilities
Training and Development Policy
Travel and Subsistence
Voluntary Redundancy, VER, and Early Retirement Guide

[ASC – any others to be inserted]

ANNEX 1
THE INITIAL DELIVERY PLAN

[see attachment]

ANNEX 2

THE DELIVERY PLAN FORMAT

1. The plan shall include but not be limited to following sections to be revised as jointly agreed

- Introduction
- Objectives of Derby Homes
- Background to the services of Derby Homes
- Information on the development of Derby Homes
- Information on the service environment of Derby Homes
- Information on the services of Derby Homes
- Information on the maintenance strategy of Derby Homes

2. The plan shall additionally include the following sections that shall be revised annually

- Financial Plan
- Capital Programme
- Performance Plan
- Service Delivery Plan
- Resourcing Plan

3. Each sections listed in two shall include but not be limited to

- Arrangements for working in partnership between Derby Homes and the City Council
- The delegation scheme
- Service standards
- Performance targets
- Relevant appendices

4. This format may be amended from time to time by agreement between the Council and Derby Homes, in particular in response to DTLR guidance.

ANNEX 3

Housing management responsibilities to be delegated to Derby Homes

1. **Service Delivery**
 - 1.1 New tenancies
 - 1.1.1 Making best use of housing stock to reduce under occupation
 - 1.1.2 Selection of tenants for vacant properties
 - 1.1.3 Notification to and signing of new tenants
 - 1.1.4 Transfer waiting list management
 - 1.1.5 Granting of new tenancies
 - 1.1.6 Successions
 - 1.1.7 Mutual Exchange management
 - 1.1.8 Advertising of Council tenancies and associated services.
 - 1.2 Responsive Repairs and Maintenance
 - 1.2.1 Arranging responsive repairs
 - 1.2.2 Arranging cyclical repairs
 - 1.2.3 Arranging planned maintenance
 - 1.2.4 Improving the energy efficiency of council dwellings
 - 1.2.5 Inspecting repairs and maintenance work
 - 1.2.6 Fulfilling commissioning and client function functions in respect of such work.
 - 1.3 Empty Property Management
 - 1.3.1 Terminations
 - 1.3.2 Inspection and repairs
 - 1.3.3 Void repairs.
 - 1.4 Tenancy Management
 - 1.4.1 Estate Management
 - 1.4.2 Enforcement of Conditions of Tenancy
 - 1.4.3 Taking steps leading to evictions and court action by the Council to support enforcement
 - 1.4.4 Advise the Council and consult tenants in relation to alterations to Conditions of Tenancy
 - 1.4.5 Illegal occupation
 - 1.4.6 Requests for Anti Social Behaviour Orders
 - 1.4.7 Provision of a furnished housing scheme
 - 1.4.8 Provision of a gardening and decorating scheme
 - 1.4.9 Issuing decorating vouchers
 - 1.4.10 Administration of disturbance payments
 - 1.4.11 Administration of the tenants' insurance scheme.
 - 1.5 Estate Management

- 1.5.1 Caretaking and cleansing
- 1.5.2 Concierge services
- 1.5.3 Community watch patrols
- 1.5.4 Grass cutting and grounds maintenance to HRA land.

- 1.6 Supported Housing
 - 1.6.1 Sheltered housing schemes.
 - 1.6.2 Visiting wardens supporting tenants in sheltered council housing.

- 1.7 Clearance and disposal of Council dwellings
 - 1.7.1 Clearance
 - 1.7.2 Consultation on clearance
 - 1.7.3 Decanting tenants.

- 1.8 Procurement
 - 1.8.1 Establishment of a procurement policy for the ALO consistent with Best Value
 - 1.8.2 Commissioning, letting and administration of contracts in relation to delegated activities.

- 1.9 Tenant Involvement
 - 1.9.1 Production of Tenant Compacts
 - 1.9.2 Provision of information to tenants newsletters
 - 1.9.3 Production of reports to tenants and newsletters
 - 1.9.4 Support for the Derby Tenants Resource Centre
 - 1.9.5 Support for the Derby Association of Community Partners
 - 1.9.6 Support for local Community or Customer Panels
 - 1.9.7 Tenant association and TMO development work.

- 1.10 Management of other HRA assets
 - 1.10.1 Managing shared ownership properties
 - 1.10.2 Managing leasehold properties
 - 1.10.3 Enforcement of leasehold conditions
 - 1.10.4 Mobile Housing Office
 - 1.10.5 Managing estate garages
 - 1.10.6 Management of mobile homes park
 - 1.10.7 Arranging the management and maintenance of estate shops
 - 1.10.8 Arranging the management and maintenance of Local Housing Offices
 - 1.10.9 Management and maintenance of Meeting Rooms
 - 1.10.10 Provision of information on these assets for inclusion in the Council's corporate Asset Management Plan.
 - 1.10.11 Arranging the management and maintenance of other land and buildings held by the City Council for Housing Revenue Account purposes.

- 2. Business Development and Performance Management**
 - 2.1 Produce and update annually a Delivery Plan
 - 2.2 Conduct Best Value reviews as proposed in the Delivery Plan
 - 2.3 Consider and agree proposals arising from Best Value reviews
 - 2.4 Implement improvement plans arising from Best Value reviews incorporating

- targets into this plan
- 2.5 Provide the Council with information to enable it to make statistical and financial returns
 - 2.6 Prepare an HRA Business Plan covering the Council's stock
 - 2.7 Identify sources of tenant satisfaction and dissatisfaction
 - 2.8 Research into the views, aspirations, and preferences of tenants
 - 2.9 Involve tenants in business planning, best value reviews and performance monitoring
 - 2.10 Agreement and monitoring of service level agreements for the provision of goods and services.

3. Finance

- 3.1 Maintaining financial accounts in a format agreed with the Council
- 3.2 Preparation of an annual revenue budget for agreement with the Council
- 3.3 Managing and controlling this budget
- 3.4 Setting rents for individual properties and groups of properties
- 3.5 Producing and reviewing a 10 year rent restructuring plan
- 3.6 Preparation of capital finance bids for consideration and submission by the Council
- 3.7 Preparation of an annual capital investment cashflow forecast for agreement with the Council
- 3.8 Preparation of management accounts and capital cashflow statements
- 3.9 Rent and cash collection on the Council's behalf at Local Housing Offices
- 3.10 Acting as a designated offices for housing benefit purposes
- 3.11 Collecting information from housing benefit claimants to support their claim
- 3.12 Raising of debtors and the recovery of arrears and other charges
- 3.13 Ordering, invoicing and payment for goods and services
- 3.14 Maintenance of a scheme of delegated authorities, authorised signatories and associated procedures.

4. Capital Programme

- 4.1 Procurement and maintenance of stock condition survey data
- 4.2 Analysis of stock condition data
- 4.3 Preparation of capital finance bids for consideration by the Council and external funding bodies
- 4.4 Compiling long term maintenance strategies
- 4.5 Preparing and consulting with tenants on proposed programmes of work.
- 4.6 Preparation of any associated clearance plans for agreement with the Council.
- 4.7 Arranging public sector clearance and demolition subject to agreement with the Council.
- 4.8 Liaison with tenants for work to be carried out.
- 4.9 Carry out all commissioning and client functions by exercising authorities in respect of works and maintenance contracts covering Council housing.

5 Resourcing

- 5.1 Honouring undertakings given to Council staff transferring to its employment
- 5.2 Arranging for staff membership of the Local Government Pension Scheme
- 5.3 Employment staff
- 5.4 Establishing and reviewing as necessary staffing structures to achieve Best Value objectives
- 5.5 Arranging for the provision of business, finance, payroll, administration, IT, personnel, staffing and other support services
- 5.6 Undertaking Best Value reviews in respect of support services, whether directly undertaken or purchased from the Council or externally, as part of its programme of Best Value.
- 5.7 Operating premises for use in delivering these functions.

6 Exclusions

The above delegations do not extend to the issue and conduct of legal proceedings in the name of the Council whether by or against the Council.

ANNEX 4

TENANT COMPACT

See the attached Derby Tenant Compact p1-21.pdf and Compact p22 -44.pdf

ANNEX 5

EQUAL OPPORTUNITY POLICY

**DERBY CITY COUNCIL
EQUALITY POLICY**

PLAIN ENGLISH BY

JULY 1998

CONTENTS

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This policy replaces all previous ones.

EQUALITY POLICY

1. INTRODUCTION

This document summarises the Council's approach to equalities. Its purpose is to make all employees, and the community as a whole, aware of the Council's commitment to equality.

The Council wants to promote equality of opportunity within the Council for all existing and potential employees. No-one should be treated unfairly because of gender, race, colour, ethnic or national origin, religion, disability, marital status, age, sexuality or because they are living with HIV/AIDS. The Council aims to promote better race relations and equality of opportunity throughout the community.

2. THE POLICY

The Council is committed to the principle of equality in employment and in the services it provides.

Employment

The policy includes recruitment, training, promotion and terms and conditions of service. The Council wants to make sure that recruitment criteria and promotion are based solely on people's merit, and ability to do the job.

The Council will support positive action where necessary for people in a particular group. This may mean providing facilities for training to meet specific needs. The Council will consider providing training so there are enough qualified people to fill posts under represented by women, disabled people and particularly racial minorities within the Council.

3. POLICY AIMS

The aim of the policy is twofold. First, to achieve a balanced workforce which reflects all the minority ethnic groups of the community it serves. Secondly, to provide services which reflect the needs of the many different groups within the community.

Employment

We strive to achieve equality of opportunity in employment by making sure all employees involved in recruitment are aware that:

- no internal or external job applicant should receive less favourable treatment than another on the grounds of gender, race, colour, ethnic or national origin, religion, disability, marital status, age, sexuality or because of living with HIV/AIDS

- they must not impose any conditions or requirements which unfairly affects applicants from one group more than those from other groups
- any qualifications or conditions or requirements applied to a job must be relevant and justifiable in the terms of the job to be done
- they must assess each individual on their capability to do any given task. This also means recognising the need for reasonable adjustments for disabled people to do the tasks of the job required

Services

For service provision, we try to achieve the aims of the equalities policy by making sure that:

- all employees who deliver services are trained to make sure that they do not discriminate against service users on the grounds of gender, race, colour, ethnic or national origin, religion, disability, marital status, age, sexuality or because they are living with HIV/AIDS
- we continue a programme of improvements to council-owned buildings to improve access for disabled service users and employees
- we provide practical help for hearing and visually impaired people
- we provide help for minority ethnic communities who may have difficulty speaking or understanding English
- we review our services regularly to make sure they meet the needs of everyone in the community.

4. EMPLOYER RESPONSIBILITY - GENERAL APPROACH

The Council recognises that people face discrimination in society because of their ethnic origin, gender, race, disability, sexuality and age, or because they are living with HIV/AIDS. It believes these groups should be fairly represented in its workforce at all levels.

The Council cares about its employees from equality groups and the quality of their working environment. Such as access to buildings, training, promotion and general conditions of service.

The Council believes it has a duty to put right any imbalance. Its commitment goes beyond a policy not to discriminate, with a positive strategy to help equality target groups whenever it is legally possible.

To make sure this positive strategy succeeds, the Council has made the commitment:

- to provide the necessary resources, to plan implement and monitor equality policies
- to promote equality of opportunity for all equality target groups
- to consult regularly with community groups on this policy
- to make sure all employees know about the policy
- to provide training and guidance to everyone, especially managers, to make sure they understand their duties under the law and under the policy
- to regularly review procedures and change them when they are found to be actually or potentially discriminatory
- to monitor the existing workforce and job applicants to see if the policy is working for people in the equality groups
- to make sure all information relevant to the policy is openly available
- to take disciplinary action against any employee who breaches the Equality Policy or any of its Codes of Practice. If the breach relates to inciting racial disharmony or hatred, or serious sexual misconduct, then the employee may be dismissed for gross misconduct.
- to encourage, when appropriate and allowed by law, employees to achieve equality within the Council.

5. EMPLOYEES' RESPONSIBILITIES

The Council as an employer accepts that it has a major responsibility for ensuring equality of opportunity. At the same time, it expects its employees to recognise their responsibilities.

The Council's Codes of Practice place these responsibilities on employees:

- to co-operate with the Equality Policy
- to report any suspected discriminatory actions
- not to harass or intimidate colleagues or people using our service because of their gender, race, sexuality, age, disability, or because they are living with HIV/AIDS.

Employees can help to implement the policy more effectively by understanding those sections of it which are relevant to their jobs. In particular, employees should:

- promote equality of opportunity and avoid unlawful discrimination
- not themselves unlawfully discriminate, for example , when taking decisions on recruitment, selection, promotion or transfers, and providing services
- not help others to discriminate unlawfully
- tell management of suspected discriminatory actions
- not victimise people because they have made complaints or provided information on harassment or discrimination
- not harass, abuse or intimidate other employees. When employees do this, they may be liable to disciplinary action.
- co-operate with procedures introduced by the Council to achieve equality of opportunity
- seek guidance from more senior managers or Equalities staff where they are in doubt about the legality of procedures or actions. This applies when an immediate supervisor instructs an employee to take action which that employee believes to be discriminatory.

6. EQUALITY IN EMPLOYMENT POLICY

The Council recognises its legal and social responsibilities. It has introduced wide-ranging procedures to provide equality of opportunity for all existing and prospective employees.

The Council has reviewed recruitment and selection procedures so that jobs are advertised widely. All applicants are selected on merit and not on who they know.

The Council wishes to remove obstacles to employing equality target groups by making provision to meet the specific needs of disabled people, carers and cultural and religious minorities.

If employees have particular cultural or religious needs which conflict with existing work requirements, the Council will, where possible, consider changing these requirements to enable their needs to be met.

This section lists examples of the practices and procedures introduced to make sure we operate a fair employment policy.

Job descriptions

These are examined before recruitment to minimise any possibility of direct or indirect discrimination. They are written clearly and concisely to make sure they do not discriminate. Discrimination can occur if the wording appears to relate to all possible applicants equally but does, in practice, disadvantage people.

Person specifications

These are prepared for all jobs before they can be advertised. Their aim is to identify the qualifications, experience, personal qualities and other attributes required to carry out the duties and responsibilities of the job. We scrutinise them to make sure that the criteria being used are strictly essential and relevant to the job and do not discriminate.

The 'person specification' must not include any requirements which discriminate against equality target groups. Any criteria which is more difficult for people of a particular gender, racial group, age or a disabled person to meet is discriminatory.

You must go through the person specification each time a post becomes vacant to make sure that it continues to reflect the needs of the job and remains non-discriminatory.

Advertising vacancies

The Council has a policy of advertising widely to make sure it gets as many applications as possible, especially from disadvantaged groups. We only restrict advertising to avoid redundancy, to help deployment or because of departmental restructuring.

The Recruitment Officer arranges all advertisements after agreeing the content with managers.

The Council prepares a central vacancy list which is automatically circulated to many organisations including. . .

- Job Centres
- Community Centres/Places of Worship
- Drop-in Centres
- Libraries
- Derby Racial Equality Council
- Derby Area Trades Council Unemployed Centre
- Derbyshire Centre for Integrated Living
- Rycote Centre
- People on Job Seekers Register for disabled people
- Disability Direct
- Disability Employment Centre

We display details of all jobs in reception areas, outside the Council House and at appropriate points in public Council buildings.

The Council regularly liaises with Disability Employment Advisors at local Job Centres. We also inform other organisations placing disabled people into employment about our current vacancies. We distribute the Vacancy List to local organisations involved with disabled people. This is to make sure that local disabled people know about vacancies whenever possible.

Application forms

The Council's job application forms are designed to make sure no information is collected which is not essential to the job.

The Council asks all applicants to provide information on their ethnic origin, age, gender and to indicate if they consider themselves a disabled person, so that we can monitor for equal opportunities. Our application forms are available in a range of formats such as large print, braille and disk. We will also accept completed forms in these formats.

Short listing

The employing department decides which employees to involve in the recruitment process, such as short listing and interviewing. The Chief Officer, or their nominated representative, confirms the short list before the interviews are arranged. The Director of Corporate Services or the Chief Executive may be represented at any short listing or interview at their discretion.

At least two employees must be involved in the recruitment process. Everyone on the interview panel must short-list. The short list must only be based on the information given on the application form related to the job description and the person specification. The panel must consistently apply the same criteria to all candidates

without regard to gender, race, ethnic or national origin, religion, disability, marital status, age, sexuality or because of living with HIV/AIDS. For disabled candidates the panel must observe the requirements of the Disability Discrimination Act.

They must record the reasons for **not** short listing applicants, together with details of applicants to be interviewed. Immediately following the short listing, the manager must complete a Monitoring Form and send it to the Chief Personnel Officer.

Both Personnel and Equalities monitor the progress of randomly selected posts. The Council recognises the difficulties which equality target groups face when competing for positions and is committed to ensuring equality of opportunity for all applicants. **Disabled candidates who meet the essential criteria identified in the person specification are guaranteed an interview.**

Selection tests

As selection tests may be biased culturally, or in some other way, interviewers must choose them carefully. The Council carries out psychometric testing. We only use tests which relate to the job requirements and measure an individual's actual or potential ability to do the job or to train for a particular job or career. Contact Equalities staff to check new selection tests to make sure they are not biased. Adapt tests to meet the needs of disabled applicants if necessary, such as in large print, on tape or in Braille.

Selection criteria

Research proves minority ethnic communities, women, older and younger people and disabled people can suffer disadvantage and discrimination in an interview when irrelevant questions are asked. To make sure there is no discrimination, we expect our employees to observe these selection practices. . . .

- not to ask questions at interview about marital status, children, family arrangements, religion, sexuality, disabled people's impairments, residential status unless there is a legal reason for doing so
- not to use fluency in English, or any other language, as a selection criteria unless it is a legitimate and justifiable job requirement, or is essential for post-entry training
- to make selection decisions only on the basis of the requirements of the job set out in the job description and the person specification
- never ask candidates from minority ethnic communities questions which could be seen as discriminatory such as questions to test their understanding of the customs of the United Kingdom
- to take care not to perpetuate past discriminatory practices. For example, by continually promoting or selecting men in sections where employees have always been male when an equal, or more suitable, female candidate is available. Similarly, white candidates must not be selected or promoted in a

section up to now staffed by white people when an equal, or more suitable, candidate of minority ethnic origin is available

- to remember that, wherever possible, we will provide equipment and adaptations for disabled applicants so they can do the job. We will also look into other practical ways to help disabled people to be employed, such as an environmental change, job design, and other reasonable adjustments.

Interviewing

There must be at least two interviewers at every interview. Two-thirds of all interview panels must be trained in recruitment and selection. The Council has its own comprehensive Interviewing Skills Course for potential interviewers and a Corporate Recruitment manual. A 'Recruiting Fairly Course' is available as a refresher course on equalities recruitment and selection.

During training interviewers are made aware of the need to:

- avoid personal bias
- read and understand the Council's Code of Practice
- refer to the job description and person specification
- follow the guidelines in the recruitment manual.

Everyone involved in interviewing is required to make written comments on each candidate. They must then fully discuss and evaluate them with other interviewers before making a decision.

When needed, interviewers must make additional provision to help disabled people to participate fully in interviews. This could involve providing suitable access, or help with transport costs or providing a sign language interpreter.

Promotion

We will only fill a vacancy which represents a promotion opportunity for existing employees only after the job has been advertised in accordance with the section headed 'Advertising vacancies' on page 5.

Monitoring

The Council has a system of regular employment monitoring covering existing employees and job applicants. We ask both internal and external applicants to provide information on their ethnic origin, gender, age and whether they consider themselves to be a disabled person so that we can monitor the effectiveness of the Equalities Policy.

The Council has monitored recruitment of monthly paid employees since 1982. We extended this to weekly paid employees in 1988. We believe monitoring is essential so we can:

- assess progress towards equality of opportunity
- identify areas of concern
- develop programmes of remedial action.

Without monitoring, we could not check how much progress we have made in achieving equality targets.

Job sharing

The Council has a comprehensive job sharing policy and encourages managers to consider the suitability of posts for job sharing when they become vacant. This can be of particular benefit to disabled people, women and carers.

Extended leave

The Council has an extended leave policy for employees . . .

- All chief officers can authorise carrying over and bringing forward up to five days annual leave to be used for visiting relations abroad.
- The Director of Corporate Services can authorise carrying over more than five days' leave.
- The maximum leave allowed under this arrangement is ten weeks including the whole of the employee's annual leave entitlement.

Flexible working hours

The Council introduced flexible working hours for employees in 1987. We include as many jobs as possible in this which enables employees to vary their working hours, within set limits, to suit their domestic arrangements. Sometimes this involves working from home or during term time only or just a shorter working day.

Holiday playschemes for employees' children

Leisure Services run an Easter and Summer playscheme for employees' children. If needed, a minibus collects the children from the Council House and takes them to the playscheme returning them at the end of the afternoon.

Well women's and men's examinations

The Council positively encourages women to have cervical cytology and breast cancer examinations and gives paid leave for this. We also encourage men to have checks for testicular cancer.

Job seekers' register

We have established a Job Seekers' Register to encourage more disabled people to apply for jobs with the Council. Local disabled people can join the register by filling in a form giving details of their skills and experience and the type of work they are looking for. Forms are available in large print, on tape or disk. We send copies of all Vacancy Lists to everyone on the Register. The Equalities Unit keeps in touch with the disabled people on the Job Seekers' Register and offers encouragement and post-interview counselling to unsuccessful disabled candidates.

Redeployment

The Council has a comprehensive redeployment policy. We help employees who become disabled during the course of their work and explore redeployment options with them.

Re-entry and retainer scheme

This scheme is for women who leave the Council to have children and who have five years' Local Government service. They can remain on the scheme for up to five years after leaving. Benefits include:

- receiving a copy of the Council's vacancy list
- offers of temporary employment
- being kept in touch with their old job and department
- attending appropriate in-house training courses.

Technical equipment and adaptations

The Council provides technical equipment and adaptations to enable a successful disabled applicant to do the job.

Monitoring

The Council receives reports on recruitment statistics at the appropriate committee. We monitor very closely the percentage of disabled people, minority ethnic communities, and women at all levels in the workforce and the number applying for vacancies. We also look closely at the number of older people applying for jobs.

7. EQUALITY IN SERVICE DELIVERY

Since introducing an Equal Opportunities Policy in 1982, we have introduced a range of initiatives.

Complaints Procedures

Council employees, applicants for its vacancies or anyone using our service who feels they have been treated unfairly by the Council because of race, gender, sexuality, age, disability or because they are living with HIV/AIDS can make an official complaint. Their complaint will be thoroughly investigated within the Council's complaints procedure.

The Council will not tolerate racial harassment of council tenants and has developed a special Code of Practice to deal with complaints of this kind.

Consultation with the Community

Members of the Council and Council employees meet with equality groups in the community to discuss issues they have identified as being of concern to them.

The Council also has formal committees which they consult with when developing policies. Members of these committees are elected and are the:

- Minority Ethnic Communities Advisory Committee
- Women's Advisory Committee
- Disabled People's Advisory Committee.

We encourage all departments to consult with these committees and community groups to seek the views of disabled people, women and minority ethnic communities.

Facilities

We recognise that disability is the disadvantage or restriction caused by society taking little or no account of people who have impairments.

We are improving council-owned and operated buildings to provide better access for disabled people and remove barriers to participation. We have an Access Officer who works on access issues. These improvements include:

- braille for improving access to information for visually impaired people
- lowered counters
- induction loops to help hearing-impaired service users
- minicom text telephones for Deaf people, advertised alongside all voice numbers
- ramped entrances
- stair-lifts
- disabled people's toilets.

Disabled people displaying their orange parking badge are allowed to park free for up to three hours in council-owned car parks. Disabled people with orange parking badges and road tax exemption can park free with no time limit. Free parking also applies in parks and sports centres which designate bays for disabled people and at council run events.

Funding to Voluntary Groups

We support major projects which benefit equality groups through our grants to voluntary groups. We also provide smaller grants to voluntary organisations for initiatives benefiting the community. Voluntary organisations are encouraged to adopt equal opportunities policies and provide a copy of the policy statement to the Council. All groups wanting more than £500 grant aid must have an Equal Opportunities Policy

Leisure

Leisure Services run integrated play schemes where disabled and non-disabled children can play together during the school holidays.

We arrange 'women-only' activities for minority ethnic women who prefer this for reasons of religion, culture or choice.

We provides crèches at two of the Council's leisure centres so people caring for young children can take part in leisure activities.

Language and translation

We have introduced an interpretation and translation policy.

We can provide interpreters for service users who use languages other than English. This service also includes providing communicators for deaf people using sign language.

We translate important documents into minority ethnic languages and can provide large print, braille, disk and taped versions if required.

General service provision

Other initiatives include:

- giving grant aid for decorative lighting in the Normanton area for the minority ethnic festivals of Diwali and Eid
- funding community centres for minority ethnic communities
- helping with planning permission and site search for minority ethnic communities' places of religious worship

- supporting a Shopmobility scheme for disabled people to hire electric wheelchairs and scooters to enable them to do their shopping
- giving financial assistance towards minority ethnic training, advice and housing projects.

8. BRIEF SUMMARY OF EQUAL OPPORTUNITIES LEGISLATION

1970 Equal Pay Act

The purpose of this Act is to prevent discrimination between men and women in the terms of their contracts of employment, including pay.

1975 Sex Discrimination Act

Makes it illegal to discriminate directly or indirectly against men or women in selection for appointment, promotion, transfer or training. The main objective is to promote equality of opportunity between men and women generally.

1976 Race Relations Act

Provides legal protection for people against discrimination, directly or indirectly, on grounds of colour, race, nationality or ethnic or national origin.

1995 Disability Discrimination Act

Makes it against the law to discriminate against disabled people in employment, getting goods and services and buying or renting land or property.

RACE RELATIONS ACT 1976

Direct Discrimination

This means treating someone, on racial grounds, less favourably than others are or would be treated in the same circumstances. Segregating someone from others on racial grounds constitutes less favourable treatment. The term 'on racial grounds' is defined as being on 'the grounds of colour, race, nationality - including citizenship - or ethnic or national origin'.

Indirect Discrimination

This means applying a requirement or condition which, whether intentional or not, adversely affects a considerably larger proportion of one racial group than another and cannot be justified on non-racial grounds.

Victimisation

People who experience racial discrimination have been reluctant to complain and fear reprisals if they do complain. For this reason, the Act gives the right of complaint to an industrial tribunal to those who feel they have been victimised in their employment because of bringing proceedings under the Act against the discriminator. It also gives information for proceedings or making allegations against the discriminator.

SEX DISCRIMINATION ACT 1975

Direct Sex Discrimination

This happens when someone of one sex is treated less favourably, on grounds of sex, than someone of the other sex would be in the same or similar circumstances.

Indirect Sex Discrimination

This happens when an employer applies a condition equally to both sexes but, a smaller proportion of one sex cannot comply. If the condition cannot be justified, this is indirect sex discrimination.

Victimisation

This happens when someone is treated less favourably for making a complaint or giving evidence or information in a case of discrimination.

DISABILITY DISCRIMINATION ACT 1995

Direct Disability Discrimination

This happens when a disabled person is treated less favourably because of their impairment than someone else in the same, or similar, circumstances.

Victimisation

The Act makes it unlawful to victimise disabled people who make use of, or try to make use of, their rights under the Act. People who help disabled people to make a complaint, or give evidence or information in a case of discrimination, or allege that someone has ignored the Act's provisions are also protected from being victimised or treated less favourably.

9. LEGAL RESPONSIBILITY

The Council, as an employer, is responsible for any discrimination by any employee whether or not it was done with the Council's knowledge or approval. Both the employer and employee are liable for the unlawful act.

However, it would be a defence for an employer to prove that they took reasonable practical steps to prevent the employee from discriminating. Only the employee would then be considered liable.

Unlawful discrimination can occur even before formal council procedures have started. When jobs are not advertised unlawful indirect discrimination can occur in the recruitment. For example, where vacancies are not filled through normal advertisement but filled through redeployment, 'acting up' or secondment. This may exclude members of a particular ethnic community or other groups facing barriers.

10. COMPLAINTS PROCEDURE

The Council recognises it is essential to have a credible complaints investigation procedure which gives confidence to employees. For this reason, we have an equal opportunities complaints procedure for dealing with complaints of harassment and discrimination from employees and service users.

Both the complainant and the person against whom the complaint is made have the right to be represented throughout the procedure which is . . .

- Filling in a standard equal opportunities complaints form when an employee believes they have not been treated fairly in employment or by someone using Council services and that they feel the unfair treatment is because of their gender, age, race, disability, sexuality or because they are living with HIV/AIDS. The forms are available from the Equalities Unit and reception areas, local housing offices and all Council buildings.
- They then send the completed complaints form to the Head of Equalities, who will acknowledge it in writing and then send a copy to the departmental Chief Officer.
- The Chief Officer and Head of Equalities, or their nominated representatives, will be jointly responsible for making sure the complaint is investigated thoroughly.
- As a first stage in the investigation, the Chief Officer and Head of Equalities, or their nominated representatives, will arrange to interview separately both the complainant and the person against whom the complaint is being made.
- When the Chief Officer and Head of Equalities, or nominated representatives, agree on a course of action, the Chief Officer will respond in writing to the complainant with a copy going to the Head of Equalities.
- The Director of Corporate Services will be immediately involved if the complaint is found to be justified and it appears that an employee is guilty of harassment or a discriminatory act and that disciplinary action may be required.
- When disciplinary action is considered to be necessary, it will be taken strictly in accordance with the Council's Disciplinary Code. The Head of Equalities will be notified of the outcome of the disciplinary action.
- If the Chief Officer and the Head of Equalities, or their nominated representatives, disagree on the outcome of the investigation, then they will each prepare a report for the Chief Executive who will personally become involved.
- If the Chief Executive cannot resolve it, a full report will be submitted to the appropriate Council committee to decide.

We provide all employees with our Codes of Practice for Stopping Harassment. This includes details of the Complaints procedure and gives advice on harassment and bullying. The Codes cover harassment on grounds of race, gender, disability, age, sexuality and because of living with HIV/AIDS.

11. EQUALITY TRAINING

Training is a key area for implementing our Equal Opportunities Policy and an integral part of an employee's own individual development. The Council provides equality training and helps individuals who face additional barriers with personal development at work.

The Council is committed to removing any imbalance in training opportunities offered to disabled people, women, minority ethnic communities and older employees. We try to make sure that access to training programmes helps eliminate actual or potential inequalities in the opportunities available to employees for developing skills relevant to their jobs and developing their careers within the Council's services. The Head of Equalities monitors all Post Entry Scheme applications.

Retraining is available to employees who become disabled during their employment to enable them to continue to work for the Council under the Council's Redeployment Scheme.

12. MONITORING

The Policy Committee and Personnel and Equalities Sub Committee has the responsibility for directing and co-ordinating the equalities policy in employment. Service equality issues are the responsibility of the Community and Economic Regeneration Committee.

The Chief Executive is responsible for the overall monitoring and implementing equalities policies.

The Chief Executive regularly reviews policies, practices and procedures to make sure they comply with the equalities policy.

Chief Officers are responsible for making sure the Equalities Policy is put into practice in their own departments.

The Equalities Unit provides specialist advice on all equality issues and race relations to members and employees of the Council and to the community and generally makes sure the Equalities Policy is put into practice.

The Council has an Access Officer who works on access issues for disabled people.

13. HELP

This document is only a general guide. If you would like a copy of any of the reports mentioned in the document or if you need to discuss any problem about alleged or suspected harassment or discrimination or need more detailed information about the Council's Equality Policy, please contact Muzar Syed, Head of Equalities, on 255383 or Ann Webster, Equalities Advisor, on 255384 Minicom 258427. You can write to:

Head of Equalities
Derby City Council
The Council House
Corporation Street
Derby DE1 2FS

Other equalities information booklets are:

- Codes of practice for stopping harassment, which tells you how you can get help if you feel you are being harassed
- Brief guide to equalities legislation, which explains the laws and codes of practice which prevent discrimination and harassment
- Interpretation and translation guide, which tells you how to arrange an interpreter and how to make sure your documents are accessible for visually impaired people and people whose first language may not be English

Coming soon...

- Religious beliefs and cultures, which tells you about the different religions and cultures in Derby today.

Here's a reminder of the codes and policies we've mentioned in this booklet:

- Codes of practice for stopping harassment
- Recruitment and selection manual
- Extended leave policy
- Job sharing policy
- Flexible working hours scheme
- Re-deployment scheme
- Disciplinary procedure

You can get copies of these from your Personnel or Staffing Officer. The Equalities Unit keeps copies of the Codes for Stopping Harassment