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| **Luton Borough Council** |
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| **Approved Landlord/Agency List for Temporary Housing Accommodation** |
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| **Reference: AT1087 Temporary Housing Accommodation** |
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| **Rules** |
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| **Version 2 (2024) of these Rules** |

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| **Luton Borough Council** |
| **Approved Landlord/Agency List for Temporary Housing Accommodation** |
| **Reference: AT1087 Temporary Housing Accommodation** |
| **Rules** |
| **Version 2 (2024) of these Rules** |

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| Introduction to the Approved Landlord/Agency List |  |
| Who is the Council which establishes the Approved Landlord/Agency List | Luton Borough Council. |
| What is the **‘Approved Landlord/Agency List’** established by the Council | A list of approved Member Landlord/Agencies Agencies/Landlords which is to be eligible to enter into Lease Arrangements (described in paragraph 4.1) from time to time either: * With tenants whom the Council introduces to the Member Landlord/Agency; or
* With the Council itself.
 |
| Scope of the Approved Landlord/Agency List | To offer a range of self-contained properties to provide suitable accommodation for singles and families ranging from 1 to 5 beds, for homeless applicants to whom the Council owes a duty of care in relation to their housing.  |

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| About these Rules |  |
| Purpose of these Rules | These Rules govern the operation of the Approved Landlord/Agency List. |
| Operators to whom these Rules apply | Each operator* **If it is an Applicant for a place on the Approved Landlord/Agency List:** after its Application has been submitted and until the result has been communicated to it.
* **If it is a Member Landlord/Agency of the Approved Landlord/Agency List:** after communication of its successful Application and continuously while it remains a member of the Approved Landlord/Agency List.
 |
| Legal nature of these Rules | By * Applying to be a member of the Approved Landlord/Agency List; and/or
* Agreeing to take on a particular Lease Arrangement under this Approved Landlord/Agency List

a Member Landlord/Agency is deemed to have accepted these Rules (as they stand at the time) in relation to its membership of the Approved Landlord/Agency List. The Member Landlord/Agency shall remain bound to the Rules (as they stand from time to time) for as long as the Member Landlord/Agency remains a member of the Approved Landlord/Agency List.  |

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| Objectives of the Council |  |
| The objectives of the Council in relation to its establishment and operation of Approved Landlord/Agency List are as follows |  |
| Market sustainability | To shape, sustain and improve the market for relevant properties within the scope of the Approved Landlord/Agency List.  |
| Standardise | To standardise as far as possible the dealings which Member Landlords/Agencies have with the Council across the Luton Borough.  |
| New entrants | To encourage new entrants into the market by allowing access to opportunities for business with the Council without an unnecessarily long wait or arduous procurement exercise. |
| Minimise administrative burden | To minimise the administrative burden on the Council and the Member Landlords/Agencies. |
| Cooperation | To enable the Council to work in cooperatively with Member Landlords/Agencies, and other stakeholders (e.g. service users) to meet objectives (e.g. improved outcomes for service users, better value for money for the Council). |

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| Types of Lease Arrangements |  |
| Types of Lease Arrangement under this Approved Landlord/Agency List |  |
| Introduced | Leases * Between a Member Landlord/Agency and one or more tenants resulting from an introduction by the Council according to these Rules.
* Within the scope of the Approved Landlord/Agency List described in paragraph 1.3.
* Which meet the requirements in paragraph 4.2.
 |
| Leases with the Council etc. | Leases * Between the Council and a Member Landlord/Agency
* On terms as agreed between them from time to time.
* Within the scope of the Approved Landlord/Agency List described in paragraph 1.3.
* Which then allow the Council to enter into sub-leases from time to time with relevant tenants who require accommodation.
 |
| About the tenancy terms and conditions of any tenancy agreement described in paragraph 4.1(a)(i.e. where the Member Landlord/Agency enters into a tenancy agreement with a tenant introduced by the Council) | The terms and conditions of any tenancy agreement described in paragraph 4.1(a) must meet the following requirements: * It must be an assured shorthold tenancy agreement.
* It must allow emotional support animal
* It must have a minimum term of 12 months with an option for the tenant to extend for a further 12 months.
* Meet the Decent Homes Standards
* Have an Energy rating D or higher
* Must have an extractor in the bathroom and kitchen
* It must in any comply with the Law.

Each Member Landlord/Agency must provide the Council with a copy of each such tenancy agreement (a copy of the executed version) which the Member Landlord/Agency enters with a tenant from time to time. The Member Landlord/Agency must do so promptly when after execution of the relevant tenancy agreement. |

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| Use of the Approved Landlord/Agency List |  |
| Who may introduce or enter into Lease Arrangements with Member Landlords/Agencies under the Approved Landlord/Agency List | Only the Council and its successor bodies.  |

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| Duration |  |
| From when the Council may first introduce tenants to, or enter into Lease Arrangements with, a Member Landlord/Agency under the Approved Landlord/Agency List | Anytime on or after acceptance of any Member Landlords/Agencies onto the Approved Landlord/Agency List. |
| Duration of the Approved Landlord/Agency List | Indefinite, until the Council no longer wishes to use the Approved Landlord/Agency List. |

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| Exclusivity |  |
| Whether the Council is obliged under these Rules to use any part of the Approved Landlord/Agency List exclusively | No exclusivity obligation. |
| Whether any Member Landlord/Agency is obliged under these Rules to deal with the Council on an exclusive basis | No exclusivity obligation. |

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| Guaranteed minimum volumes |  |
| Whether the Council guarantees any Member Landlord/Agency any minimum volume of business under the Approved Landlord/Agency List | No guaranteed minimum volumes. |

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| Member Landlord/Agency obligation to enter into Lease Arrangements |  |
| Whether any Member Landlord/Agency is contractually obliged to accept * Any particular Lease Arrangement; and/or
* Any minimum volume of business offered by the Council
 | No obligation on a Member Landlord/Agency to do so.  |

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| Number of Member Landlords/Agencies |  |
| Whether there is to be any maximum number of Member Landlords/Agencies on the Approved Landlord/Agency List  | No maximum. |

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| Becoming a member of the Approved Landlord/Agency List |  |
| Basis on which an Applicants are admitted to the Approved Landlord/Agency List as a Member Landlord/Agency | The Council must admit (as a Member Landlord/Agency) each Applicant who has submitted to the Council an Application which the Council (in its professional judgement and according to its published criteria) has evaluated as ‘satisfactory’ on a pass-fail basis. |
| Whether there is any ‘preferred status’ or the like held by any Member Landlord/Agency in relation to membership of the Approved Landlord/Agency List | No. |

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| Applying to become a Member Landlord/Agency |  |
| When Applicants may **first apply** to become Member Landlords/Agencies of the Approved Landlord/Agency List |  |
| First intake | The closing date for Applications for the first intake is as published by the Council.  |
| After the closing date of the first intake in paragraph (a) | * The Council expects to close the Approved Landlord/Agency List f for **3 months** after the date on which it first announces the outcome of the first intake of Applications.
* The Council may (at its discretion) re-open the Approved Landlord/Agency List before the end of the above 3-month period.
 |
| After the end of the relevant period in paragraph (b) | * The Approved Landlord/Agency List shall be constantly open for further Applications from operators wishing to become Member Landlords/Agencies of the Approved Landlord/Agency List.
* The Council shall evaluate each such Application as and when it decides at its discretion, on the understanding that it must communicate its decision to the Applicant no later than **3 months** from the date of the submission of the Application.
 |
| How an Applicant joins the Approved Landlord/Agency List from time to time  | According to application procedures published by the Council from time to time through its electronic tendering system. |
| How the Council will evaluate an Applicant’s Application to become a Member Landlord/Agency of the Approved Landlord/Agency List  | Entirely on a pass-fail basis according to criteria indicated in the application form or equivalent as published by the Council at the time. |
| When decisions are communicated by the Council to Applicants on the outcome of their applications | * At times published by the Council from time to time.
* These times are to be regarded as estimates only.
* The Council is not liable to any Applicant if the Council incurs delays outside its reasonable control in evaluating applications (e.g. staff illness, high volumes of applications, other workload).
 |
| If an Applicant’s Application is unsuccessful, whether the Applicant and/or its Affiliate may reapply | No restrictions on it doing so. |

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| Changing application requirements |  |
| How the Council changes minimum requirements in relation to Applications to become a Member Landlord/Agency of the Approved Landlord/Agency List | The Council may from time to time change the minimum requirements * For Applicants applying to become Member Landlords/Agencies of the Approved Landlord/Agency List; and
* For Member Landlords/Agencies to remain members of the Approved Landlord/Agency List

to reflect changes in standards, work practices etc. (e.g. new technology, new procedures, changes in the Law etc.). |
| Changes suggested by Member Landlords/Agencies | * The Council encourages Member Landlords/Agencies to suggest changes to the Council (e.g. improved work practices etc.).
* If those changes are accepted by the Council, they may (in due course) become part of the minimum requirements applicable to new Applicants and to existing Member Landlords/Agencies.
 |
| How changes to minimum requirements are to be applied to existing Member Landlords/Agencies on the Approved Landlord/Agency List | * Existing Member Landlords/Agencies will be given an appropriate period of prior notice to meet the revised minimum requirements.
* The amount of notice will depend on the circumstances. For example, relatively simple changes may subject to be subject to relatively short notice periods. More complicated changes would be subject to longer notice periods.
* The levels of consultation will depend on the change required. For example, if a change is required by Law anyway, the Council will not be in a position to engage in detailed consultations on whether or not the change must be implemented, nor in setting the deadlines for doing so. Also, minor changes are likely to entail less consultation than more significant changes.
 |
| If a Member Landlord/Agency fails to meet the revised minimum requirements by the end of the notice period  | * The Council must remove the Member Landlord/Agency from the Approved Landlord/Agency List.
* The Member Landlord/Agency will not be eligible to be awarded future Lease Arrangements under the Approved Landlord/Agency List until the Member Landlord/Agency is re-admitted.
* It does not in itself affect any Lease Arrangements then in place.
* The Member Landlord/Agency may re-apply to join the Approved Landlord/Agency List when it wishes to do so. The Council will evaluate the Member Landlord/Agency’s re-application against the minimum requirements that apply at the time.
 |
| How changes to minimum requirements are to be applied to Applicants not yet on the Approved Landlord/Agency List  | * The change will form part of the evaluation requirements for future Applicants from the end of the relevant notice period applicable to the Member Landlords/Agencies on the Approved Landlord/Agency List.
* If an Applicant cannot meet the new minimum criteria, it will not be admitted to the Approved Landlord/Agency List as a Member Landlord/Agency.
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| Awarding Lease Arrangements |  |
| How each Lease Arrangement is to be awarded under the Approved Landlord/Agency List  |  |
| Introduced assured shorthold tenancies (paragraph 4.1(a)) | The Council will make the introductions solely according to its professional assessment regarding the needs of the tenant/household, which may include factors such as (as examples only) affordability, location, suitability etc. |
| Council leases (paragraph 4.1(b)) | On request of the Member Landlord/Agency subject to the following: * The Council having a need at the time for the relevant property.
* The property meeting the Council’s normal due diligence.
 |
| How changes to the procedures described in this section 14 are to be decided and made in relation to the Approved Landlord/Agency List | The Council wishing to make those changes in relation to the procedures in relation to the Approved Landlord/Agency List: * Must give Member Landlords/Agencies suitable notice of those changes; and
* Must involve Member Landlords/Agencies in appropriate levels of consultation before making those changes.
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| Rates  |  |
| Rates/rents | * The Member Landlord/Agencies are not tied to any rates/rents whilst they are members of the Approved Landlord/Agency List.
* Member Landlord/Agencies will be contractually tied to rents under any lease it enters in connection with the Approved Landlord/Agency List.
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| Required Accreditations |  |
| Indicate any Required Accreditations which a Member Landlord/Agency must meet at all times to remain a member of the Approved Landlord/Agency List  | Any which the Member Landlord/Agency must hold by Law from time to time to be able to enter any Lease Arrangement under the Approved Landlord/Agency List. |

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| Insurance |  |
| Indicate any minimum levels of insurance cover which a Member Landlord/Agency must have in place at all times to remain a member of the Approved Provider List  | * £5m Landlord insurance cover.
* Each Member Landlord/Agency must evidence compliance with this requirement promptly on the Council’s reasonable request.
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| Assignment of place as a Member Landlord/Agency |  |
| Right of a Member Landlord/Agency to assign its place as a Member Landlord/Agency on the Approved Landlord/Agency List | * The Member Landlord/Agency may do so only with the prior written consent of the Council.
* The Council may not unreasonably withhold that consent.
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| Confidentiality |  |
| What is ‘Confidential Information’ |  |
| What is Confidential Information of an Applicant (whether or not its Application is successful)  | The contents of a genuinely confidential nature in an Applicant’s Application. |
| A piece of information of the Applicant is not in any case its Confidential Information if any of the following applies to that piece of information at the time |  |
| In public | * The piece of information is at the time held in any format to enable it to be known to the public generally without the Council and/or its Affiliate requiring acceptance of confidentiality obligations to the Applicant and/or its Affiliate by the relevant member of the public.
* **Exception:** if it has first entered the public domain as a result of any breach of a duty of confidentiality owed by the Council under these rules and/or under any other contract between the Applicant and the Council.
 |
| Independently acquired | * The Council and/or its Affiliate and/or their respective Personnel receives that information in good faith from a third-party in circumstances unconnected with the Approved Landlord/Agency List and/or any Lease Arrangement.
* **Exception:** where the Council knows or has reasonable grounds to suspect that the third-party is in breach of confidentiality obligations owed to the Applicant and/or its Affiliate.
 |
| Trivial | The information is of a trivial nature. |
| Confidentiality obligations |  |
| The Council must comply with all of the following obligations in relation to each piece of Confidential Information of the relevant Applicant in the possession of the Council from time to timeThese obligations continue for the period indicated in paragraph 19.4 |  |
| Non-disclosure(except to the extent permitted in in paragraph 19.5) | The Council * Must keep that Confidential Information strictly in confidence, and
* Must not disclose it or make it available to third parties.
 |
| Not to copy, use | * The Council must not copy, modify, reverse engineer or otherwise use that Confidential Information for any purpose other than for legitimate purposes connected with the provision of the Services.
* As examples of the above, the Council must not use that Confidential Information to conduct any venture (whether for profit or otherwise) independently of the Applicant.
 |
| **Storage:** the Council (where it is the Landlord/Agency) must store the Confidential Information as follows: |  |
| Reasonable standard | To a reasonable standard of security. |
| Comparable | In any case, not to a lower standard of security the Council uses to store its own information of comparable confidentiality. |
| Period of the Council’s obligations in paragraph 19.3 in relation to each piece of the Applicant’s Confidential Information | * **3 years** from the following date:
* **If the Application is unsuccessful:** the date on which the Council communicates the outcome to the Applicant.
* **If the Application is successful:** the expiry date of the Approved Landlord/Agency List or any earlier date on which the Applicant is no longer a Member Landlord/Agency of the Approved Landlord/Agency List.
* Such longer or shorter period required by Law in relation to that piece of Confidential Information; or
* In any case, when the piece of Confidential Information ceases to be ‘Confidential Information’ of the Applicant according to paragraph 19.2.
 |
| Exceptions to obligations |  |
| **Permitted disclosures:** the Council is permitted to disclose or make available any Confidential Information of the Applicant * Only in at least one of the following circumstances
* Regardless of paragraph 19.3(a)
 |  |
| Consent | With the prior written consent of the Applicant, subject to the Council’s compliance with any conditions attached to that consent. |
| Disclosures to any of the followingSubject to paragraph 19.6 |  |
| Personnel | To the genuine existing or prospective Personnel of the Council and/or its Affiliates. |
| Advisors etc.  | To the Council’s genuine existing or prospective advisers, contractors, consultants, agents, insurers, auditors and banks. |
| Public body | Any public body authorised to review the Approved Landlord/Agency List.  |
| Assignment, novation | Any person to whom the Council wishes to make a genuine novation and/or assignment of any part of the relevant Individual Contract.  |
| Required by Law Subject to paragraph 19.7 | To the extent the Council is required to disclose or make available the Confidential Information by Law to any of the following (for example):* A court or anything similar body.
* A regulatory body.
* A genuine public auditor, the UK Parliament or other genuine public body, or as required under any Law related to freedom of information.
* A law enforcement body.
 |
| All of the following rules apply to the Council disclosing (or making available) any Confidential Information of the Applicant to any person under paragraph 19.5(b) |  |
| Need to know | The Council may only disclose (or make available) that Confidential Information to that person* In good faith; and
* Only on a strict ‘need to know’ basis.
 |
| Treating unauthorised disclosures etc. | * The parties must regard any unauthorised disclosure or other misuse of such Confidential Information by any such person as if it were the Council’s own act.
* This does not in itself limit the Applicant’s rights against that person.
 |
| The Council must comply with all of the following if it is compelled by Law to disclose or make available any Confidential Information of the Applicant for the purposes of paragraph 19.5(c) |  |
| Inform | The Council must inform the Applicant of the circumstances* With sufficient detail and accuracy and
* Promptly on becoming aware of the obligation to make the compelled disclosure.
 |
| Make person aware | The Council must make the person compelling the disclosures aware of the duty of confidentiality owed to the Applicant in relation to the relevant information. |
| Assist the Applicant to challenge | * The Council must provide the Applicant with reasonable and timely assistance on the Applicant’s request if the Applicant wishes to challenge the compelled disclosure.
* The Applicant must reimburse the Council for the Council’s reasonable and sufficiently evidenced costs in providing that assistance.
 |
| Keep to minimum | The Council must keep such disclosures to the minimum it is compelled to disclose or make available. |
| Exceptions to the rest of this paragraph 19.7 | The rest of this paragraph 19.7 does not apply If disclosure is required under any Law relating to freedom of information.  |
| Reporting to police etc.  | Nothing in this section 19 or elsewhere in these Rules prevents the Council disclosing any Confidential Information of an Applicant in connection with the genuine reporting of any breach of the Law of any person (including the Applicant) to the police and/or or to other relevant law enforcement bodies. |

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| Keeping informed |  |
| Events or circumstances on which the Member Landlord/Agency must keep the Council informed under this section 20* In writing where reasonably practicable
* In a proper and timely manner when the Member Landlord/Agency first becomes aware of the matter
* The Member Landlord/Agency must also keep the Council informed in a proper and timely manner of significant progress of events as they occur in relation to the relevant matter
 |  |
| Any event or circumstance to which both of the following apply |  |
| Who it affects | The event or circumstance affects the Member Landlord/Agency, its subcontractors and/or any of their respective Personnel, regardless of whether or not in connection with a particular Lease Arrangement. |
| Adverse publicity | If the event or circumstance were publicly known, it would create an unreasonable risk of serious, unjustified and unfavourable publicity to the Council due to its association with the Member Landlord/Agency. |
| Loss of Required Accreditation  | The Member Landlord/Agency losing or having imposed on it any significant restrictions or conditions on or being under a serious threat of losing or having imposed on it, any Required Accreditation which it is required to have under paragraph 16.1.  |
| Insurance  | The Member Landlord/Agency not having in place all of the required insurance cover (to the minimum level) as indicated in paragraph 17.1. |
| Any of the following if the Member Landlord/Agency is a human being acting as a sole trader |  |
| Bankruptcy | The Member Landlord/Agency’s bankruptcy and/or Any bankruptcy proceedings being commenced against the Member Landlord/Agency. |
| Charge, conviction | The Member Landlord/Agency being charged or convicted of a crime of dishonesty or violence (regardless of the penalty) or a crime of any other kind resulting him/her receiving a prison sentence (whether served or suspended). |
| Right to remain  | The Member Landlord/Agency no longer having right to remain in the United Kingdom. |
| Any of the following if the Member Landlord/Agency is an entity other than a human being (e.g. a company)  |  |
| Winding up | Any order of a court (or equivalent) being made or any resolution being passed requiring the Member Landlord/Agency to be dissolved and/or wound up. |
| Appointments | The appointment of a liquidator, provisional liquidator, trustee, administrator, controller, receiver or receiver and manager (or any equivalent of any of these in another relevant jurisdiction) in relation to the Member Landlord/Agency and/or its assets. |
| If the Member Landlord/Agency is a consortium, partnership or the like, any of the following |  |
| Change | Any change in the composition of its membership. |
| Events affecting members | Any of the events or circumstances indicated elsewhere in this section 20 in relation to the Member Landlord/Agency applies to any of its members individually. |
| Corrupt Acts  | Any breach by the Member Landlord/Agency of section 25 relating to Corrupt Acts. |

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| Suspension of a Member Landlord/Agency |  |
| The Council may suspend a Member Landlord/Agency from the Approved Landlord/Agency List if and for as long as any of the following applies at the time |  |
| Material Breach | * If (and for as long as) the Member Landlord/Agency is remedying a Material Breach of any particular Lease Arrangement in place at the time.
* This applies regardless of whether the Council is a party to the Lease Arrangement.
 |
| Investigations: if (and for as long as) all of the following apply |  |
| Non-routine investigation | * The Member Landlord/Agency and/or its Affiliate is subject to any significant, non-routine investigation by any regulatory or law enforcement agency (e.g. the police, the Council exercising any function etc.),
* This applies whether or not the investigation relates to activities connected with any Lease Arrangement.
 |
| Risks | If the Council did not suspend the Member Landlord/Agency from the Approved Landlord/Agency List, there would be an unreasonable risk of any of the following: * Serious harm to any individual.
* Serious adverse consequences for any person’s property.
* The Council and/or its Affiliate breaching any genuine existing arm’s length duty of care to another person.
* Serious, unjustified and unfavourable publicity to any the Council and/or its Affiliate.
 |
| Grounds for exclusion | If and for as long as any of the grounds for exclusion under regulation 57 of the Public Contracts Regulations 2015 apply to the Member Landlord/Agency. |
| How the Council exercises its rights to suspend the Member Landlord/Agency from the Approved Landlord/Agency List | * By communicating the matter in writing to the representative of the Member Landlord/Agency.
* The communication must indicate the reasons for the suspension.
 |
| For how long the Council is entitled to suspend the Member Landlord/Agency from the Approved Landlord/Agency List | Only for as long as any of the circumstances in paragraph 21.1 continue to apply to the Member Landlord/Agency. |
| Consequence of a Member Landlord/Agency’s suspension from the Approved Landlord/Agency List | That Member Landlord/Agency shall not be eligible * To be considered for an introduction to tenants; and/or
* To enter into any Lease Arrangement with the Council

Under the Approved Landlord/Agency List during its suspension. |
| Consequences of a Member Landlord/Agency’s suspension under this section 21 on any existing Lease Arrangement in place at the time | Existing Lease Arrangements remain unaffected by the suspension itself. |
| Whether suspension of the Member Landlord/Agency limits any person’s rights and remedies in relation to the circumstances described in paragraph 21.1E.g. the rights of the Council to exercise any rights under its Lease Arrangements such as termination rights, if any | No. |

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| Voluntary withdrawal from the Approved Landlord/Agency List |  |
| Whether a Member Landlord/Agency may voluntarily withdraw its membership of the Approved Landlord/Agency List | * The Member Landlord/Agency may do so by communicating the matter to the Council.
* However, given the Member Landlord/Agency is not obliged to accept any particular levels of business, the Member Landlord/Agency is not obliged to communicate its wish to withdraw.
 |
| If a Member Landlord/Agency voluntarily withdraws under paragraph 22.1, whether it may be readmitted if it wishes | * Yes.
* However, the Member Landlord/Agency will be expected to reapply as if it were a new Applicant.
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| Removal from the Approved Landlord/Agency List |  |
| Whether the Council may remove a Member Landlord/Agency from the Approved Landlord/Agency List | The Council may do so (but shall not be obliged to do so) if and for as long as any Removal Event under section 24 applies to the Member Landlord/Agency at the time.  |
| How the Council exercises its rights to remove the Member Landlord/Agency from the Approved Landlord/Agency List in the circumstances in paragraph 23.1 | * By communicating the matter in writing to the Member Landlord/Agency through the Council’s electronic portal.
* The communication must describe the relevant Removal Event to which the removal relates.
 |
| Consequences of a Member Landlord/Agency’s removal from the Approved Landlord/Agency List | The Member Landlord/Agency is removed from participation in Approved Provider List.  |
| Consequences of a Member Landlord/Agency’s removal from the Approved Landlord/Agency List on Lease Arrangements then in place | The Member Landlord/Agency’s removal from the Approved Landlord/Agency List does not in itself affect that Lease Arrangement.  |
| Right of the Member Landlord/Agency and/or its Affiliate to apply for readmission to the Approved Landlord/Agency List if the Member Landlord/Agency has been removed under this section 23 | * The Member Landlord/Agency must undertake the normal application process that applies at the time.
* The Council may (acting reasonably and proportionately)
* May seek additional assurances from the Member Landlord/Agency or Affiliate; and/or
* May take additional steps to satisfy itself

That the Member Landlord/Agency or its Affiliate (whichever is the Applicant) has taken suitable steps to rectify the issue that was the cause of the removal. |
| Whether removal of the Member Landlord/Agency under this section 23 limits and person’s rights and remedies in relation to the relevant Removal Event (e.g. any rights to terminate a Lease Arrangement) | No. |

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| Removal Events |  |
| Each of the following is a Removal Event of the Member Landlord/Agency* To be read independently
* For as long as the relevant circumstances continue to apply to the Member Landlord/Agency
 |  |
| Insurance | The Member Landlord/Agency does not have in place the insurance cover required in paragraph 17.1 at any time.  |
| Serious misconduct | * The Member Landlord/Agency and/or its Affiliate has engaged in serious misconduct.
* Such misconduct includes without limitation, the involvement of the Member Landlord/Agency and/or its Affiliate in a serious public scandal (whether or not in connection with any Lease Arrangement) in circumstances where a reasonable person would not expect the Council to allow a further association of this kind with the Member Landlord/Agency.
 |
| **Misconduct in Application:** the Member Landlord/Agency has engaged in serious misconduct in relation to * Its Application to become a Member Landlord/Agency of the Approved Landlord/Agency List; and/or
* The award of any Lease Arrangement under the Lease Arrangement

Regardless of whether the misconduct occurred with the knowledge of the Member Landlord/Agency’s senior managementIncluding the following without limitation |  |
| Collusion | Engaging in any collusive or other anti-competitive conduct with other actual or potential operators. |
| Corrupt Act | Doing any act in connection with that competitive exercise that would breach section 25 in relation to Corrupt Acts. |
| Canvassing  | Engaging in any canvassing activity with officers and/or elected members of the Council.  |
| Corrupt Act | The Member Landlord/Agency’s breach of section 25 in other circumstances not described in paragraph 24.3 in relation to the Council in connection with the Member Landlord/Agency’s membership of the Approved Landlord/Agency List and/or in connection with any Lease Arrangement.  |
| Loss of Required Accreditation  | The Member Landlord/Agency does not (for any reason) hold any Required Accreditation which it is required to hold under paragraph according to the following * **If the Member Landlord/Agency would be required by Law to hold that Required Accreditation to carry out its obligations under a Lease Arrangement:** this shall be a Removal Event of the Member Landlord/Agency even if the Member Landlord/Agency later acquires that Required Accreditation.
* **Otherwise:** this shall be a Removal Event only for as long as the Member Landlord/Agency does not hold that Required Accreditation (i.e. it shall cease to be a Removal Event if the Member Landlord/Agency later acquires the Required Accreditation before it is removed from the Approved Landlord/Agency List).
 |
| In relation to the Member Landlord/Agency if he/she is a human being operating as a sole trader  |  |
| Bankruptcy | The Member Landlord/Agency becomes bankrupt. |
| Certain convictions | The Member Landlord/Agency is convicted of * Any crime of violence, dishonesty and/or relating to safeguarding
* Any other offence resulting in a prison sentence (whether suspended or served).
 |
| Death | The Member Landlord/Agency dies. |
| Certain appointments (if the Member Landlord/Agency is not a sole trader – e.g. a company) | The Member Landlord/Agency is subject to a court order (or equivalent) or a resolution requiring the appointment of a liquidator, provisional liquidator, trustee, administrator, controller, receiver or receiver and manager (or any equivalent of any of these in another relevant jurisdiction) in relation to the Member Landlord/Agency and/or its assets. |
| Right to operate  | The Member Landlord/Agency is not permitted to operate in the UK |
| Winding up (if the Member Landlord/Agency is not a sole trader – e.g. a company) | * The Member Landlord/Agency is subject to a court order (or equivalent) or a resolution requiring the Member Landlord/Agency to be dissolved and/or wound up.
* **Exception:** in relation to a genuine solvent reconstruction where
* The replacement entity becomes a Member Landlord/Agency itself in relation to the Approved Landlord/Agency List.
* The replacement entity is under the same Control as the Member Landlord/Agency.
 |
| Unable to pay debts | * If and for as long as the Member Landlord/Agency is unable to pay its debts (taking into account its contingent and prospective liabilities) as defined in any applicable Law, including section 123 of the Insolvency Act 1986.
* This applies whether such debts individually or in aggregate equal any minimum required under relevant bankruptcy or similar legislation from time to time) as they fall due, and the Member Landlord/Agency has no reasonable prospect of paying such debts.
 |
| Composition with creditors | If and for as long as the Member Landlord/Agency is a party to a composition or other similar arrangement with its creditors, including any voluntary arrangement within Part I of the Insolvency Act 1986. |
| If the Member Landlord/Agency is a consortium, partnership or the likeIf and for as long as all of the following apply |  |
| Certain events apply to a member | Any of the events or circumstances described elsewhere in this section 24 applies to any member at the time of the consortium, partnership or the like.  |
| If that member has not been removed from the consortium, partnership or the like: failure to take steps | * The Member Landlord/Agency has failed to remove that member from its involvement with the relevant part of the Services within 14 days of the written request of the Council.
* That request by the Council must be issued in writing through its electronic portal.
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| Corrupt Acts |  |
| Obligations of a Member Landlord/Agency in relation to Corrupt Acts | The Landlord/Agency must not do any of the following in connection with its membership of the Approved Landlord/Agency List: * Carry out any Corrupt Act; and/or
* Assist or instruct another person to carry out any Corrupt Act.
 |
| A **‘Corrupt Act’** is any of the following acts (to be read independently) |  |
| Certain offers | The act is a direct or indirect offer or promise to which all of the following apply* It is made to any Personnel of the Council and/or its Affiliate
* It offers or promises any benefit or advantage (whether or not financial)
* The offer or promise is substantially for any of the following purposes
* To encourage that Personnel to carry out his/her duties improperly.
* To reward that Personnel for having carried out his/her duties improperly.
 |
| Policy | * Any act which breaches any policy of the Council from time to time regarding gifts to its Personnel.
* But only to the extent the Council has communicated the policy to a Member Landlord/Agency.
 |
| Serious attempts  | Any serious attempt by any Personnel of a Member Landlord/Agency and/or its Affiliate to do any act described in paragraph (a) and/or in paragraph (b).  |
| Certain offences | In relation to a Member Landlord/Agency’s dealings with the Council in connection with the Approved Landlord/Agency List and/or any Lease Arrangement, conviction of any offence under any Law relating to fraud, particularly the Bribery Act 2010. |
| Consequence of a Member Landlord/Agency’s breach of paragraph 25.1 | It shall be a Removal Event of a Member Landlord/Agency.* This applies regardless of the size of the breach.
* But only where the breach was done with the assistance or instruction of any member of a Member Landlord/Agency’s Personnel of at least equivalent seniority.

This does not limit the rights or remedies of the Council in relation to a Member Landlord/Agency’s breach of paragraph 25.1.  |

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| Amendment to the Rules |  |
| How these Rules are to be amended from time to time | As those amendments are published by the Council from time to time with the Council having given Member Landlords/Agencies at least **30 days** prior notice before the amendments come into effect. |
| Where a Member Landlord/Agency’s consent is required to any amendments published by the Council from time to time | The Council cannot apply any amendment to the Rules to a Member Landlord/Agency without that Member Landlord/Agency’s written consent if any of the following applies to the amendment:* It imposes any additional cost on the Member Landlord/Agency.
* It applies retrospectively to the Member Landlord/Agency (e.g. to a Lease Arrangement already in place.
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| Definitions |
| Except to the extent the context otherwise requires (and except to the extent otherwise indicated elsewhere in these Rules, the following capitalised words or expressions shall have the following meaning when used in these Rules |
| (a word or expression not defined below shall be defined according to 1) if there is a common meaning according to industry or trade, it shall have that meaning, or otherwise 2) it shall have the meaning given in the Oxford English Dictionary) |

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| **Affiliate** | In relation to a person, any other entity which controls that person, is controlled by that person or is under the same common underlying control as of that person.A person (**‘X’**) will be regarded as having control over another person (**‘Y’**) if X alone (and without being subject to the further direction of any other person) directly or indirectly possesses the power (whether by the direct or indirect holding of voting shares or otherwise) to direct the management and policies of Y on all matters. |
| **Applicant** | An operator applying to become a Member Landlord/Agency of the Approved Landlord/Agency List. |
| **Application** | An application submitted by the Applicant from time to time to the Council to apply to become a Member Landlord/Agency of the Approved Provider List.  |
| **Lease Arrangement** | Each lease described as such in paragraph 4.1.  |
| **Confidential Information** | Information of an Applicant described as such in section 19. |
| **Approved Landlord/Agency List** | The lists of approved landlords and agencies described in paragraph 1.2 of these Rules.  |
| **Law** | Any of the following to the extent applicable to the Council and/or to an Applicant and/or to a Member Landlord/Agency from time to time (to be read independently)* Any statute, regulation, bye-law, order, subordinate legislation or the like of any of these.
* Any directive or other European instrument (to the extent it is binding on the party)
* Any treaty
* Any judgement, rule of common law or equity
* Any order of a competent court, tribunal, arbitrator or the like of any of these
* Any permit, permission (e.g. planning permission) consent, licence, statutory agreement and authorisation (or the like of any of these) required by law and affecting the relevant person and its activities in connection with this Approved Landlord/Agency List from time to time.
* Any guidance or the like issued by authorised government bodies (whether legally binding or not)
* Anything else imposed by any governmental body (in its capacity as such) having a legally binding effect on the respective activities of any party in connection with this Approved Landlord/Agency List from time to time.
 |
| **Council** | See paragraph 1.1.  |
| **Member Landlord/Agency** | An operator which has been admitted as a landlord or agency to the Approved Landlord/Agency List from time to time. |
| **Personnel** | * In relation to a particular firm or organisation (as the context indicates), any individual genuinely appointed or otherwise engaged by that firm or other organisation and/or its Affiliate as an officer, employee, worker, consultant, trustee, elected member, member of any partnership, agent, intern, seconded person, volunteer, adviser or contractor (or anything similar to these).
* **If a Member Landlord/Agency is a sole trader:** the individual operating the Member Landlord/Agency.
 |
| **Removal Event** | Any event or circumstance described as such in relation to the Member Landlord/Agency in section 24.  |
| **Required Accreditation**  | Each accreditation, licence, permit or the like which a Member Landlord/Agency is required to hold according to paragraph 16.1.  |
| **Rules** | These rules relating the Approved Landlord/Agency List, as amended from time to time. |

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| Interpretation |  |
| The parties agree to interpret these Rules as followsExcept to the extent * The context otherwise requires; and/or
* The parties otherwise agree in writing; and/or

Otherwise indicated elsewhere in these Rules  |  |
| Headings | Headings do not affect the interpretation of these Rules. |
| Reference to a party | * Reference to any party is a reference to a party to these Rules.
* It includes reference to that party’s successors in title and any person to whom that party assigns any of its rights, powers, benefits (or similar) under these Rules.
 |
| Consents, approvals | * Where consent, approval, permission or anything similar of a person is not to be unreasonably refused, also cannot be unreasonably delayed or subject to unreasonable conditions.
* Where consent, approval, permission or anything similar of a person is to be at that person’s discretion, that person
* Shall not be obliged to respond to a request for it; and
* Shall not be obliged to give reasons for its decision (including any decision not to respond); and
* Excludes (to the fullest extent permitted by Law) that person’s liability to any person for any reason given for that decision (including any decision not to respond).
 |
| Definitions | If a word or phrase is defined in these Rules, its other grammatical forms have a corresponding meaning. |
| Statutes, codes etc. | Reference in these Rules to any statute, code or anything similar includes reference to any amending, replacing, modifying or consolidating statute, code or anything similar on substantially similar subject matter. |
| ‘In writing’ | * Use of the expression ‘in writing’ (or a similar word) in these Rules includes (but is not limited to) an e-mail or facsimile message or any other methods of representing words in a visible form.
* It does not include communication by telephone text messages or communication via a social media site (or anything similar to any of these).
 |
| ‘Including’ | * Use of the word ‘including’, ‘in particular’, ‘for example’ (or a similar words or expressions) in these Rules at the commencement of a list to illustrate a particular concept does not limit that concept in any way.
* Use of the abbreviation ‘etc.’ at the end of a list in these Rules to illustrate a particular concept does not limit that concept in any way.
 |
| Other references in these Rules  | * Reference to paragraphs, sections, schedules, appendices or annexures is reference to those in these Rules.
* Reference to one gender refers to all genders.
* Reference to the singular includes the plural and vice versa.
* Reference to any particular type of body, firm or other entity includes reference to any other type of body, firm or other entity.
 |