Paragon Asra

**PA** Housing

**Date XXXXXXXX**  **HOUSING MANAGEMENT CONTRACT**

**between**

**PARAGON ASRA HOUSING LTD.**

**and**

**XXXXXXXXXXX**

**for**

**Housing with Support**

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# HOUSING MANAGEMENT CONTRACT

# The Parties, Commencement and Interpretation

* 1. This Housing Management Contract is made between:

Paragon Asra Housing Limited (PA Housing) whose registered office is at Third Floor, Pentagon House, 52-54 Southwark Street, London, SE1 1UN

PA Housing is a Registered Provider registered with the Social Housing Regulator (Registration Number 4849), and a charitable Community Benefit Society registered under the Co-operative and Community Benefit Societies Act 2014. (Registration number 7536).

## And

XXXXXXXX whose registered office is at XXXXXXXXXXXXXX

* 1. This Contract commences on Monday DATE XXXXXXX
  2. For the purposes of this Contract the words and phrases set out in the first column of clause 2 will bear the meaning given in the second column of that clause.

# Definitions and Interpretations

## Definitions

| Adaptations | Alterations to the Property or mechanical or electrical appliances that will enable the Property to be more suitable to the needs of the Occupants as the result of their disability or impairment and which either do or will form part of the Property once installed or carried out. |
| --- | --- |
| Agent's Personnel | All employees, staff, other workers, agents and consultants of the Agent who are engaged in the provision of the Housing Management and/or the Support Services to the Occupiers at the Property from time to time. |
| Aids | Portable items and equipment needed by the Occupant as the result of their disability or impairment that will assist the Occupant's ability to live independently in the Property. |
| Bad Debts | Money owed by Occupants for their accommodation which the Agent is likely to be unable to collect and which will have to be written off. |
| Business Day | A day other than a Saturday, Sunday or a bank holiday in England. |
| Care | The regulated activity which is personal care as defined by the Health and Social Care Act 2008 and related legislations and regulations. |
| CORE Forms | System for recording information on all social housing lettings required by the Social Housing Regulator. |
| CQC | Care Quality Commission or successor body which enforces compliance with regulations on the provision of adult social care or treatment services. |
| Cyclical Works | Planned painting and redecoration of the Property including, windows, and front doors, including work such as clearing out and repairing loose guttering so as to prevent deterioration in the physical condition of the stock. |
| Days | Calendar days except where specified otherwise. |
| Day to Day Repairs | Those repairs not classed as emergency, urgent cyclical, planned or major and described in more detail in Schedule 6. |
| Decent Homes Standard | A standard set by Government for social housing; there are four criteria relating to minimum standards, repair, facilities and thermal comfort. |
| Financial Year | Year running from first day of April to last day of March in the calendar year. |
| Full Rent | The maximum rent chargeable for each Unit in accordance with PA Housing's Rent Setting Policy. |
| Housing Benefit | Any payment in relation to housing costs (whether housing benefit, the housing credit element of Universal Credit or any other system designed to provide assistance with housing costs which may replace these) made by the Local Authority or Department of Work and Pensions (DWP). |
| Housing Management Services | All the services provided to Occupants by PA Housing or by the Agent on behalf of PA Housing in accordance with this Contract. For the avoidance of doubt, Housing Management Services does not include Support Services which are provided pursuant to the Support Contract. |
| Ineligible Charge | A service charge not eligible for Housing Benefit (see also Personal Contribution). |
| Insolvent | In relation to any person, Insolvent means any of the following: being unable or admitting inability to pay debts as they fall due; suspending payments of any debts; negotiating with any creditors about rescheduling indebtedness for any reason; the value of assets being less than liabilities (taking into account contingent and prospective liabilities); or a moratorium being declared for the whole or any part of indebtedness. |
| Internal Decorations | A sum (calculated in accordance with the relevant figure specified in |
| Allowance | Schedule 1 as this may be varied by PA Housing from time to time) to cover the reasonable costs incurred by the Agent in redecorating any or all of the Properties listed in Schedule 1. |
| Local Authority | The borough, county or district council which commissions, monitors or determines strategies for support, care or housing provision in the locality of the Property subject to this Contract. |
| Maintenance Partner | The organisation to whom PA Housing has delegated its responsibilities for provision of day-to-day and major repairs as specified in Schedule 6. |
| Major Repairs | The planned replacement or repair of key building components as they reach the end of their useful life. Key building components include kitchens, bathrooms, boilers, roof structure, electrical systems. Also referred to as stock renewal. |
| Management Allowance | An allowance, to be calculated in accordance with the relevant figure specified at Schedule 1, payable to the Agent in return for the performance of its obligations under this Contract. |
| Minor Repairs | Small works which are carried out by the Agent such as replacing toilet seats, easing doors, fitting and replacing curtain poles, towel rails etc., as set out in Schedule 6. |
| Notice | Any notice received by either party from any source (excluding notices to quit or seeking or requiring possession) which relates to the Property or the Occupants. |
| Occupants | Persons accommodated at the Property who have or should have entered into an Occupancy Agreement. |
| Occupancy Agreement | The Occupancy Agreement entered into by each of the Occupants in the form of a tenancy or licence agreement set out in Schedule 4. |
| Personal Contribution | Any charges made to the Occupant under the terms of the Occupancy Agreement which they are personally liable to pay; this will include but not be limited to any Ineligible Charge plus the Occupant's own contribution to any accommodation charges where they have been assessed as not being entitled to full Housing Benefit. (See also Ineligible Charge). |
| Property | The property or properties more particularly described in Schedule 1. |
| Registered Provider  (RP) | Organisations that provide affordable housing and are registered with and monitored by the Social Housing Regulator under the provisions of the Housing and Regeneration Act 2008. The term Registered Provider (RP) replaces Registered Social Landlord (RSL). |
| Rent | The amount payable for each unit as an accommodation charge, exclusive of Service Charge. |
| Rent Plan | The policy published from time to time by PA Housing in accordance with the requirements of the Social Housing Regulator in force regarding the setting of rent levels in its properties. |
| Right of Audience | A right conferred by the court to represent a claimant |
| Service Charge | The amount payable under the terms of the Occupancy Agreement for the services referred to in the schedule to the Occupancy Agreement. |
| SHiP | Supported Housing in Partnership, a grouping of Registered Providers of social housing involved in supported housing and general needs housing who have developed some common monitoring practices. SHiP is a Company Limited by Guarantee. |
| Social Housing Regulator | The body appointed by Government to oversee the funding, regulation and monitoring of providers of grant funded, affordable housing i.e. the Social Housing Regulator or any successor body. |
| Support Contract | The contract entered into by the Local Authority (or other funder) and the Agent under the terms of which the Agent is contracted to provide Support Services to the Occupants. |
| Support Services | The services which the Agent is contracted to provide to the Occupants under the Support Contract, and any other support provided by the Agent directly to Occupants under personal budget or other arrangements to enable them to achieve or maintain independent living. |
| TUPE | Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time during the operation of this Contract. |
| Unit | A room, set of rooms or bedspace at the Property capable of being the subject of an Occupancy Agreement. |
| VAT | Value Added Tax as defined and set by HM Revenue & Customs. |
| Void | A Unit empty between lettings. |
| Voids and Bad Debt Allowance | The amount assessed as provision to the Agent for Rent and Service Charge income lost through voids and bad debts. |
|  |  |

## Interpretation

* + 1. Words importing the singular shall where appropriate include the plural and vice versa and words importing the masculine shall where appropriate include the feminine and vice versa.
    2. References to any legislative provisions shall be deemed to include references to any further legislation in force at the time replacing amending or supplementing it together with all other regulations directions conditions circulars or consents made or given under it or deriving validity from it and any relevant decisions of courts of competent jurisdiction.
    3. The headings in this Contract are for information only and do not form part of or affect the composition of this Contract.
    4. The Schedules and Appendices are part of this Contract and will have full force and effect as though expressly set out in the body of this Contract. However, if there is a conflict between the body of this Contract and a Schedule or Appendix the body of the Contract prevails.
    5. All references to clauses refer to clauses in this Contract.

# The aims and objectives

* 1. The aim of the parties in making this Contract is to ensure high quality provision of housing management for people receiving a support or care service and who are occupying the Property as tenants or licensees of PA Housing.
  2. At the commencement of this Contract, the Agent has a contract with the Local Authority to be the primary provider of support services to the Occupants of this Property.
  3. The Agent covenants to provide Support Services appropriate to the needs of each of the Occupants in accordance with the terms of the Support Contract and any individual support agreements which they may have with any individual Occupiers and all relevant legislation and regulatory requirements.
  4. The purpose of this Contract is to:
* Set out the terms under which PA Housing delegates certain of its landlord responsibilities to the Agent;
* Set out the respective roles and responsibilities of the two parties;
* Ensure effective joint working and good liaison;
* Ensure that standards of service to the Occupants of the Agency-managed Property are equal in quality to those received by PA Housing's other tenants and licensees.
  1. Details of the Property covered by this Contract are set out in Schedule 1.

# Appointment

* 1. PA Housing as principal appoints the Agent as its exclusive managing agent for the Property to provide the Housing Management Services which are delegated to it under this Contract on behalf of PA Housing in accordance with the terms of this Contract and as set out in Schedules 2, 3 and 6.
  2. In consideration of the appointment the Agent hereby agrees with PA Housing to carry out the Housing Management Services which are delegated to it, in accordance with the terms of this Contract and as set out in Schedules 2, 3 and 6.

# Duration

* 1. This Contract shall commence on Monday 3/12/18 and will continue until the termination by either party in accordance with this Contract.

# General Terms

* 1. This Contract is intended by both PA Housing and the Agent to constitute an enforceable and legally binding contract between the two parties.
  2. No variations to this Contract, schedules and appendices will be effective unless recorded in writing and signed by authorised representatives of PA Housing and the Agent. Neither party will unreasonably refuse consent to a variation requested by the other. Written confirmation of any amendment will not be unreasonably withheld or delayed by either party.
  3. PA Housing and the Agent expressly agree that nothing in this Contract shall in any way intend to create or be deemed to create a partnership between them as defined by the Partnership Act 1890 or similar legislation.
  4. Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Contract.
  5. The Agent may not assign this Contract or any of its obligations under this Contract without the prior written consent of PA Housing.
  6. PA Housing, may (subject to notifying the Agent in advance in writing) assign or subcontract the execution of the whole or any part of its obligations under this Contract.
  7. Both PA Housing and the Agent shall indemnify each other in respect of any costs, damages, losses, expenses or liabilities incurred as a result of the breach or non­ performance or non-observance of its obligations under this Contract.

# Use of the Property

* 1. **The Agent agrees that:**
     1. It will not use the Property for occupation by more than the number of Occupants specified in Schedule 1 to this Contract without the prior written consent of PA Housing.
     2. It will not make a material change to the type of support or care service provided at the Property, such as would affect the Housing Management Services, without the prior consent of PA Housing (such consent not to be unreasonably withheld or delayed).
     3. It will not allow any Agent's Personnel to reside in the Property or use any part of the Property as office accommodation or interview rooms without the prior written consent of PA Housing. The Agent agrees that any Agent's Personnelit employs at the Property and who occupy or use any of the accommodation at the Property, shall occupy or use such accommodation for the further and better performance of their duties under this Contract. Where consent is given for Agent's Personnel to reside in the Property, they will be issued with a service occupancy agreement in a form approved by PA Housing. The terms of their occupancy agreement will automatically terminate if employment is terminated for any reason or, if earlier, on the termination of the Contract or the transfer of the individual's employment under TUPE.
     4. It may, with the prior written consent of PA Housing and subject to 7.1.3 and 7.2.2, use part of the Property as office accommodation, sleep-in accommodation, interview rooms or, where consent has been given under 7.1.3, for Agent's Personnel accommodation.
     5. Where an Occupant receives additional support or care from other providers and where practicable to do so, the Agent may allow the other providers to use interview rooms and have such access to other communal facilities as can benefit that Occupant without detriment to the services available to other Occupants.

## The Agent agrees that: PA Housing agrees that:

* + 1. It will not unreasonably withhold or delay its consent to requests made under Clause 7.1.

At the commencement of this Management Contract, PA Housing will not levy a charge for the office/sleep-in accommodation. It reserves the right to make a charge in the future for office/sleep-in facilities, subject to consultation with the Agent.

Any charge will take into account the need for and benefits to Occupants of on-site facilities; any funding and planning requirements related to its provision; and any actual costs relating to its provision and maintenance, including provision for future costs, which are additional to those met by the charges to Occupants of the Property.

# Housing Management Services

* 1. PA Housing and the Agent will ensure that the Housing Management Services provided to all Occupants meet the quality and outcome standards set by the Social Housing Regulator.
  2. The Agent will maintain knowledge of legal requirements and regulatory expectations and standards relevant to its housing management responsibilities.
  3. PA Housing and the Agent will be responsible for providing the Housing Management Services in accordance with the Housing Management Service Standards specified in Schedule 3 to this Contract.
  4. A summary of some of the key Housing Management responsibilities of the Agent is set out in Schedule 2 to this Contract.
  5. PA Housing and the Agent may sometimes have to provide certain additional or alternative housing management services which are beyond the scope of the Housing Management Services set out or envisaged in this Contract in order to ensure the successful running and maintenance of the Property and/or the safety and comfort of Occupants. In such circumstances, the Housing Management Services set out in this Contract may be extended or varied as agreed in writing by the parties from time to time, in order to allow for the provision of such additional services as may be deemed necessary by PA Housing, acting reasonably.
  6. The Agent's housing management responsibilities will include (without limitation):
     1. Dealing with anti-social behaviour and resolving neighbour disputes;
     2. Dealing with racial, sexual and other forms of harassment;
     3. Dealing with safeguarding issues to protect vulnerable adults, and, where applicable, children;
     4. Developing equality and diversity policies which match the provisions of PA Housing's own equality and diversity policies and applying these to the provision of the Housing Management Services for which it is responsible under this Contract.

# Allocations, Lettings and Occupancy Agreements

The Property covered by this Contract remains under the legal ownership of PA Housing and the Occupants are the tenants or licensees of PA Housing.

## PA Housing will:

Specify, in consultation with the Agent, the appropriate Occupancy Agreement (whether tenancy or licence) to be issued by the Agent in accordance with PA Housing's tenure policy and as appropriate to the purpose of the service. Before making any changes to the tenure policy which may affect occupancy and management of the Property, PA Housing will consult with the Agent.

## The Agent will:

* + 1. Issue the appropriate Occupancy Agreements specified by PA Housing and set out in Schedule 4. It will not vary the terms of these Agreements without the prior written consent of PA Housing.
    2. Take responsibility for selecting potential Occupants and allocating Units in accordance with the Agent's Selection and Allocations Policy attached as Schedule 5 to this Contract and in accordance with PA Housing's charitable objects. In letting accommodation, the Agent shall also comply with all relevant legislation covering the allocation of housing including but not limited to the Equality Act 2010.
    3. Take responsibility for carrying out appropriate risk assessments in relation to all potential Occupants prior to allocating the Units, to ensure the suitability of the accommodation and the type of specialist support to be offered.
    4. Ensure that when any Unit is re-let or a new Occupancy Agreement of a Unit is otherwise granted, the Unit is re-let or the new Occupancy Agreement granted at the Full Rent (including where a Unit has not previously been let at the Full Rent), and inform PA Housing of the change in the Rent collectable.
    5. Keep such records of applications, allocations and refusals as are required by the Social Housing Regulator and local authority or other regulator or funder (including CORE forms or their replacement);
    6. Not allow anyone into possession of a Unit until they have signed the Occupancy Agreement, subject to 9.2.8.
    7. Ensure that all conditions of the Occupancy Agreement are explained to the Occupant in clear and understandable terms, inform Occupants of their rights and obligations under this Agreement and their more general rights and obligations as set out in any regulations or guidance applicable to PA Housing.
    8. Notify PA Housing before letting the unit if the intended Occupant lacks mental capacity to sign the Occupancy Agreement. Where that is the case, unless otherwise agreed by PA Housing, ensure that a person authorised by the Court of Protection to do so (Deputy or person with power of attorney) signs the Occupancy Agreement prior to the Occupant taking possession of the Unit. If an application to the Court of Protection is required, PA Housing will accept Occupancy Agreements which are temporarily unsigned, provided that the Agent provides evidence that a Court of Protection application has been made.
    9. Notify PA Housing before letting the Unit if the property requires modification to meet the needs of the intended Occupant. Agree with PA Housing how the work will be arranged and funded, before entering into an Occupancy Agreement. For more details refer to Clauses 15.4.10 and 15.5.18.
    10. Take responsibility for administering the Occupancy Agreement on behalf of PA Housing and use its best endeavours to ensure that the Occupants carry out their obligations under that agreement.

# Legal Proceedings against Occupants

* 1. (Subject to clause 10.2 below) the Agent is authorised in the name of PA Housing to take out and conduct any legal proceedings required in respect of any breach of the Occupancy Agreement by any Occupant or to obtain possession of a Unit, whether or not legally occupied.
  2. While the Agent takes primary responsibility for legal proceedings, PA Housing may at its sole discretion take full or shared responsibility for carrying out the proceedings. In any such cases, the terms of any transfer or share of responsibilities and costs will be agreed by the parties, acting reasonably, but shall not delay the handover of any such proceedings to PA Housing.

## The Agent will:

* + 1. Comply with PA Housing's and its own published procedures and guidance on legal proceedings relevant to the type of Occupancy Agreement in use which are in force at the time.
    2. Either obtain PA Housing's written permission or give prior notification to PA Housing (as applicable and indicated in the list below) in writing before taking legal proceedings against an Occupant as set out in the stages below. Where permission is required, such permission is not to be unreasonably withheld or delayed. Note that this listing of stages for PA Housing approval does not constitute a guide to the action which may be required in any particular case.
       1. Issuing of any notice to terminate or seeking possession of an Occupancy Agreement - notification
       2. Action following expiry of the notice - notification
       3. Applying to Court - notification
       4. Court dates - notification
       5. Court decisions - notification
       6. Issuing of Bailiffs warrant for eviction - permission
       7. Date of Property repossession - notification
    3. Provide PA Housing with all supporting information requested to enable it to comply with requests for permission and to monitor action taken.
    4. For all but the exceptional cases referred to in 10.2 or 10.4 where an alternative responsibility has been agreed, bear the cost of all proceedings for possession and claims/defences from occupants in relation to possession (including Human Rights Act challenges), including the employment of a solicitor and barrister, and indemnify PA Housing from and against all costs associated with any such action taken whether with or without the permission of PA Housing. Other than:

1. exceptional cases covered by clause 10.2 where entitlement to any costs ordered to be paid by the Occupant shall be agreed between the parties, or;
2. where PA Housing takes over conduct of legal proceedings under clause 10.4 and bears the cost of these (in which case any costs ordered to be paid by the Occupant will belong to PA Housing)
3. any Court Costs ordered to be paid by the Occupant will belong to the Agent.
   1. **PA Housing will:**
      1. Endeavour to respond to the Agent's requests for permission to act within three working days or seven working hours for emergency actions. In the event of an emergency decision being required out of hours or where PA Housing cannot be contacted, the Agent may take the emergency action and will inform PA Housing the following working day.
      2. At its sole discretion take over conduct of such legal proceedings or issue them in cases where it reasonably deems necessary to do so. The Agent will supply all such information and copy documents required and will bear the legal and other costs as the result of any such action, except where PA Housing has agreed that it will meet them. The Agent may instigate a request for PA Housing to take over legal proceedings. PA Housing may agree or refuse this request at its sole discretion.
      3. Indemnify the Agent against the cost of claims/defences from Occupants in relation to possession (including Human Rights Act challenges) where such action arises solely from any failure on the part of PA Housing in relation to its responsibilities under this Contract.

# Resident Involvement and Consultation

* 1. The Agent will provide Occupants with a handbook (or equivalent) giving written information including staffing arrangements and staffing cover, Housing Management Services and service standards (the Residents' Handbook). The handbook will be given to Occupants at sign up, and will be reviewed and updated annually. The Agent will ensure that resident's handbooks will not contain statements which would modify or extend the obligations of the landlord or Occupant as tenant beyond those specified in an Occupancy Agreement.
  2. Where appropriate, the Agent will liaise with Occupants to draw up appropriate House Rules, will ensure that these are fairly enforced, and will consult with Occupants about any changes to the House Rules.
  3. The Agent will consult with the Occupants regarding the Housing Management Services provided by the Agent, and provide feedback to the Occupants, and to PA Housing upon request.
  4. The Agent will consult with the Occupants on any significant change to the Housing Management Services provided by the Agent, as required by any statutory provision, and provide feedback to the Occupants, and to PA Housing upon request.
  5. Upon request, the Agent will assist PA Housing in consulting with the Occupants regarding the Housing Management Services provided by PA Housing at the Property, or any significant change to the Housing Management Services provided by PA Housing.
  6. As appropriate, the Agent will provide a range of opportunities for Occupants to participate in the management of their home or contribute to wider organisational or policy issues.

# Occupants' Complaints

* 1. The Agent will provide housing applicants and Occupants with a clear summary of complaints procedures.
  2. The Agent will ensure that complaints made about housing management issues are properly recorded and relevant procedures followed.
  3. The Agent will ensure that Occupants receive feedback on their complaints, including outcomes, and that complaints are used to improve services.
  4. The Agent will notify PA Housing on a regular basis of any use of the Occupants' complaints procedure in respect of the provision of Housing Management Services (and, where this relates to Housing Management Services for which the Agent is responsible, of the outcome of the complaint).

# Move-on

* 1. Where it becomes apparent that an Occupant would benefit from different accommodation:
  2. If the Occupant is a licensee or an assured shorthold tenant or an assured tenant to whom clause 13.3 below does not apply, s/he is not entitled to apply to PA Housing's internal transfer register, and the Agent is responsible for exploring alternative options with the Occupant.
  3. If the Occupant is an assured tenant, s/he is entitled to apply to PA Housing's internal transfer register, and may be accepted onto the register, provided that the Agent can demonstrate that the support provided at the Property is no longer needed and the Occupant is ready to live independently. The Agent is responsible for exploring additional options with the Occupant.

# Policies and Procedures

* 1. PA Housing and the Agent will operate and regularly review policies and procedures in relation to this Contract which comply with accepted good practice, the requirements of the Social Housing Regulator and any other relevant regulatory bodies.
  2. PA Housing's policies and procedures may include but are not restricted to the following:
* Aids and Adaptations
* Complaints procedure (including Compensation Policy)
* Customer Service Standards
* Data protection and confidentiality
* Equality and diversity
* Health and safety including fire safety
* Maintenance including priorities and response times
* Monitoring
* Safeguarding of vulnerable adults and children
* Rent and service charge setting
* Tenancy
* Transfer policy
* Tree Management Policy
* Voids
  1. The Agent's policies and procedures may include but are not restricted to the following:
* Abandonment and surrender
* Aids and Adaptations
* Anti-social behaviour/harassment
* Arrears and bad debts - income management policy
* Complaints procedure
* Customer Service Standards
* Data protection and confidentiality
* Equality and diversity
* Eviction
* Furniture and white goods provision
* Health and safety including fire safety
* Move on and resettlement
* Safeguarding of vulnerable adults and children
* Resident consultation and involvement
* Allocations
* Recruitment and Staff Support/ Training Policy
* Key Holding
  1. PA Housing and the Agent will use reasonable endeavours to enter into a Joint Working Protocol or similar agreement, as at Schedule 9, with the Local Authority (or other principal commissioner and regulator of the Support Services which the Agent is contracted to provide to Occupants under the Support Contract), where the contractual requirements of that body have a material effect on the policies and procedures of PA Housing and the Agent in relation to this Contract.
  2. PA Housing and the Agent will maintain and share with each other on request their business contingency plans (BCPs) relevant to services provided under this Contract.

## The Agent will:

* + 1. Provide to PA Housing on request copies of any or all of its current policies and procedures relevant to its responsibilities and duties carried out under this Contract.
    2. Where the Agent does not have a policy or procedure document relating to any of the matters listed in this clause 14, draw up such a policy or policies within one calendar month of the date of this Contract.
    3. Where its own policies and procedures conflict with that of PA Housing, consult with PA Housing on the purpose of the different approach. Where agreed to comply with regulatory requirements or to be of benefit to Occupants, it will follow those of PA Housing on the relevant issue.

## PA Housing will:

* + 1. Provide to the Agent on request copies of any or all of PA Housing's current policies and procedures relevant to PA Housing's responsibilities and duties carried out under this Contract.
    2. Inform the Agent of any significant changes to regulatory requirements affecting PA Housing's provision of the Property and PA Housing's or Agent's responsibilities under this Contract.

# Property maintenance services

## For new agents/properties:

PA Housing and the Agent will carry out a joint inspection at commencement of this Contract to identify and agree any works required and confirm an inventory of all fixtures, fittings, furniture, equipment and liabilities for the buildings and grounds which make up the Property described in Schedule 1.

* 1. PA Housing and the Agent will ensure that the property maintenance services which they provide to Occupants enable the Property to meet the Decent Homes Standard, any other quality standards set by the Social Housing Regulator for all tenants or licensees, all relevant legislative requirements and PA Housing's own customer service standards.
  2. PA Housing and the Agent will ensure that their record keeping for the property maintenance services for which they take responsibility enables them to report to Occupants and the Social Housing Regulator on performance against standards.

## PA Housing will:

* + 1. Except where the terms of this Contract provide for such repairs to be carried out by the Agent, be responsible for carrying out the obligations to repair as defined in Section 11 of the Landlord and Tenant Act 1985 and as set out in the Occupancy Agreement. PA Housing shall inform the Agent of its target response times for repairs and will use its best endeavours to carry out such repairs within those response times with minimum disruption to Occupants.
    2. Carry out external redecoration at the Property so that the external parts are normally redecorated once in every 7 years, if required following inspection.
    3. Enable the Agent to consult with Occupants where choices are available by providing information on options with enough time for involvement of the Occupants.
    4. Ensure that the boundaries to the Property are kept in reasonable repair, where these are PA Housing's responsibility.
    5. Inform the Agent whether the Property is to be included in the following year's cyclical maintenance programme and aim to give the Agent a minimum of 4 weeks' notice in writing before work commences.
    6. Make adequate provision for future Major Repairs and renewals to the Property.
    7. Issue an annual Landlord's Gas Safety certificate for each Property to the Agent, and carry out gas servicing and maintenance in accordance with the manufacturer's instructions and Gas Safety Regulations.
    8. Arrange for electrical installation testing and carry out any repairs required. Provide the Agent with copies of certificates on completion of the tests;
    9. Carry out any repair required as a result of an act of, or neglect by the Occupants of the Property or their visitors, except where the repair is listed as the Agent's responsibility under Table 2 of Schedule 6, or where, by prior arrangement, PA Housing agrees that the Agent can undertake the repair. The Agent will be recharged for the cost of any such repairs carried out by PA Housing.
    10. Permit a specific property adaptation or installation where an Occupant requires such adaptation or installation due to disability, unless the adaptation or installation would endanger the health & safety of any person or is not reasonable, in accordance with the Disability Discrimination Act 1995 and the Equality Act 2010. Provide and/or fund a property adaptation or installation if it falls within the scope of PA Housing's Aids and Adaptations Policy.
    11. PA Housing reserves the right, with reasonable notice (except an emergency when no notice will be required) and in conjunction with a nominated representative of the Agent, to inspect the Property to ensure that the property is in good repair and to ensure compliance with these property maintenance obligations.

## The Agent will:-

* + 1. Assist the Occupants to, or itself notify PA Housing's Maintenance Partner of any need for repairs or maintenance promptly after becoming aware of the need.
    2. Keep a record of repairs reported and action taken, follow up and inform PA Housing of any performance problems.
    3. Advise PA Housing of any client risk assessment which would indicate a risk to an Occupant or PA Housing or its contractor and agree with all parties on action appropriate to that risk.
    4. Keep the interior of the Property in good decorative order and ensure that the whole of the interior of the Property is redecorated as outlined:

## Short Term Schemes - (Two years or less)

Redecorate internally all areas at least 3 yearly

## Long Term schemes (Longer than 2 years)

Redecorate internally all areas at least 4 yearly

* + 1. Where applicable, ensure that entry systems are in full working order, actively encourage Occupants to make proper use of the entry systems and seek to ensure unauthorised/unwanted visitors do not gain access.
    2. Take responsibility for supplying keys to Occupants. Arrange and pay for the replacement of keys or locks when Occupants have lost their keys, and take responsibility for recharging residents.
    3. Maintain an inventory of furniture and equipment at the Property, howsoever provided (apart from furniture owned by Occupants).
    4. Ensure that any furniture at the Property, howsoever provided, meets Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended).
    5. Maintain the furniture provided at the Property (apart from furniture belonging to Occupants) in a safe and usable condition, make financial provision for the replacement of and replace all furniture (apart from furniture owned by Occupants) which is no longer fit for use. Support Occupants in maintaining their own furniture in safe and usable condition.
    6. Maintain, make financial provision and replace all white goods, carpets and curtains, apart from items owned by Occupants.
    7. Keep all gas equipment supplied by the Agent in good and safe working order. Ensure that all electrical appliances in the Property (apart from appliances owned by Occupants and kept within self-contained accommodation) are regularly inspected, and maintained in a safe condition where necessary tested in accordance with the 1989 Electricity at Work Regulations or any similar subsequent legislation to ensure their safety. HSE Guidelines suggest combined inspection and testing for certain portable appliances, and we recommend that for these appliances, combined inspection and testing by a competent person is carried out on an annual basis. Support Occupants in maintaining their own electrical equipment in safe and usable condition.
    8. Ensure that all gardens, paths, trees and dustbin areas are maintained and kept clean and tidy, and that any equipment necessary for maintaining the grounds of the Property is provided and safely maintained.
    9. Ensure all equipment (including without limitation play equipment) is assembled, operated and maintained in accordance with manufacturer instructions and any supplemental requirements of insurers.
    10. Make good any damage to the property (including the garden, the building itself and any fixtures and fittings) caused by any act or omission of the Agent or by any deliberate damage or neglect caused or committed by Occupants, their visitors, pets or by appliances owned by the Occupants where the repair is listed as the Agent's responsibility under Table 2 of Schedule 6, or elsewhere in this Contract. Where the repair is not listed as the Agent's responsibility under this Table or elsewhere in this Contract, the Agent may seek PA Housing's prior permission to carry out and pay for the repair, or may request PA Housing to carry out the repair, and reimburse PA Housing for the cost of the repair. The Agent shall be responsible for taking appropriate action against perpetrators of deliberate damage or neglect and collecting charges made for repair as a result of damage or neglect.
    11. Report to the police any criminal damage at the property and obtain a crime reference number.
    12. Upon reasonable notice of at least 24 hours (except in an emergency when no notice will be required) provide access to PA Housing and give all necessary assistance to PA Housing to enter and examine the condition of any part of the Property to enable PA Housing to exercise its functions as owner of the Property and to allow any contractors and consultants commissioned by PA Housing or the Agent to carry out repair works at the Property. The Agent shall also provide PA Housing with such information as they may reasonably request in relation to the carrying out of repairs works at the Property.
    13. Not make or permit any alteration to the Property without the prior written consent of PA Housing, such consent not to be unreasonably withheld or delayed (and consent may be withheld reasonably where PA Housing requires the consent of a third party which it cannot obtain despite using reasonable endeavours to do so). Any claim for compensation for approved alterations considered to be improvements will be assessed by PA Housing as set out in its compensation policy.
    14. Where an Occupant requires an Adaptation, the Agent will notify PA Housing, who will inform the Agent whether or not the costs and/or provision of the Adaptation can be covered by PA Housing under the terms of PA Housing's Aids and Adaptations Policy. If the costs and/or provision cannot be covered by PA Housing, the Agent will be responsible for supporting the Occupant in applying for grant funding. Any Adaptations shall only be carried out with prior written approval of PA Housing.
    15. The allocation of responsibility for the maintenance and cost of maintenance and depreciation of the Adaptation, whether it is to be removed or left in situ on termination of this Contract and any other questions relating to the ownership or liability for the Adaptation and associated works will be determined on a case-by-case basis.
    16. Portable Aids or equipment may be provided by statutory or charitable agencies to Occupants of the Property. It is the responsibility of the Agent to liaise with the Occupant and relevant agencies on their provision and return or disposal.

# Emergency Repairs

* 1. If an emergency repair is required, either within or outside normal office hours, the Agent shall report the repair in accordance with PA Housing's repairs reporting procedure attached as Appendix 1 to this Contract.
  2. PA Housing shall attend to emergency repairs in accordance with PA Housing's emergency repairs procedure.

# Temporary Displacement of Occupants

* 1. Should any major repair work require one or more Occupants to vacate the Property to enable work to be completed, the Agent and PA Housing shall use all reasonable endeavours to identify alternative accommodation for the duration of that work. In such circumstances, the Agent shall take lead responsibility for any necessary liaison with the Local Authority and any other relevant bodies.
  2. Where this is required because of work which is PA Housing's responsibility, PA Housing will meet the reasonable housing-related cost of the alternative accommodation. PA Housing will not normally take on responsibility for additional costs of care and support.
  3. Where this is required because of work which is the Agent's responsibility, the Agent will meet the reasonable housing-related cost of the alternative accommodation and any additional costs of care and support.
  4. The Agent is expected to hold an up-to-date contingency plan to cover the temporary displacement of Occupants for any reason including fire, flood or other natural disaster.

# Fire Precautions and Health and Safety

* + 1. PA Housing and the Agent will at all times comply with all regulations, bye laws and other requirements relating to all aspects of health and safety, including fire safety, concerning their respective responsibilities under the terms of this Contract.
    2. The Responsible Person is defined in Section 3 of the Regulatory Reform (Fire Safety) Order 2005 as:
       1. in relation to a workplace, the employer, if the workplace is to any extent under his control;
       2. in relation to any premises not falling within paragraph (a)-
          1. the person who has control of the premises (as occupier or otherwise) in connection with the carrying on by him of a trade, business or other undertaking (for profit or not); or
          2. the owner, where the person in control of the premises does not have control in connection with the carrying on by that person of a trade, business or other undertaking.

In the light of this definition, PA Housing considers that the Agent is the Responsible Person in respect of the Property, and the Agent agrees to be the Responsible Person.

* + 1. The Agent will, within one calendar month of commencement of this agreement, notify PA Housing of the nominated person within their organisation who is held responsible for complying with the Health and Safety at Work Act Section 4, the Regulatory Reform (Fire Safety) Order 2005 and all other relevant safety legislation in relation to the Property and activities undertaken at the Property
    2. The Agent as Responsible Person will ensure that a competent person prepares a suitable and sufficient fire risk assessment and emergency plan for each property managed on behalf of PA Housing within 2 weeks of the commencement of this contract. PA Housing recommends that the fire risk assessment should be carried out by a competent person who is Certificated by a Certification Body that is UKAS accredited for the activity.
    3. At least annually, the Agent will review and update the fire risk assessment and emergency plan. In addition, the Agent will review and, where necessary, update the fire risk assessment and emergency plan when there are:
       1. significant changes to the Property
       2. any significant fire event, including incidents of arson and all fires where the fire service has been in attendance
       3. significant changes to the Housing Management or Support Services which it provides, such as a change in staffing levels
       4. relevant changes to the Occupants
  1. 6 The Agent must carry out a full re-assessment as recommended by the fire risk assessor in the current Fire Risk Assessment.
     1. The Agent will identify within the fire risk assessment which actions are PA Housing's responsibility and which are the Agent's responsibility, and set a timescale for their completion.
     2. The actions allocated to PA Housing will be those that relate to PA Housing's responsibilities as laid down in this Management Contract, including but not limited to:
        1. repairs or alterations to the fabric of the property
        2. repairs or alterations to equipment provided by PA Housing under Clause 18.2.1
     3. The actions allocated to the Agent will be those that relate to the Agent's responsibilities as laid down within this Management Contract; namely, those that relate to the management of the property and its contents, to the Occupants, the Agent's employees and any visitors to the Property, in particular the responsibilities listed under Clauses 18.3.1 to 18.3.4.
     4. The Agent will supply copies of all fire risk assessments, fire risk assessment reviews, and emergency plans to PA Housing. PA Housing will notify the Agent if it disagrees with either the actions allocated to it, or the timescales for these actions, and the Agent will make reasonable adjustments in the light of PA Housing's comments. Each party is responsible for completing the actions for which it is responsible within the required timescale.

## PA Housing will:

Without prejudice to the generality of clause 18.1:

* + 1. Provide and maintain in good repair adequate fire equipment which may include: fire alarms, smoke detectors, emergency lighting, and heat detectors, and replace the same where necessary and where provided, subject to the recommendations in the fire risk assessment.
    2. Carry out any repair or replacement of fire equipment required as a result of an act of deliberate damage or neglect of the Occupants of the Property or their visitors, once this has been reported to PA Housing by the Agent. The Agent will be recharged for the cost of such repairs and shall be free to recover that cost from the culpable party if reasonable to do so.
    3. Provide signage to indicate routes to emergency exits and the exits themselves.
    4. Arrange for the carrying out of a suitable legionella risk assessment for the Property, and where appropriate, arrange for legionella testing and corrective repairs and maintenance at the Property.
    5. Where applicable, ensure that passenger and other lifts are serviced in accordance with statutory and manufacturers' requirements.
    6. Ensure that a suitable and sufficient assessment is undertaken to determine whether asbestos is present at the Property.
    7. Maintain an asbestos register, in which is recorded all property the communal areas of which are known to contain asbestos within their construction, all property which is of an age where it is possible it might contain asbestos, or which is of such similar construction to buildings known to contain asbestos that it is likely also to contain asbestos. Alert the Agent where any part of the Property is on the asbestos register and, if this is the case, ensure that full guidelines on carrying out maintenance work on the Property (or the relevant part of the Property) are issued to the Agent and that recommended works are carried out to secure the health and safety of those using the Property.
    8. In line with its Tree Management Policy, carry out or commission a risk assessment to identify any health and safety risks posed by trees, identifying groups of trees according to their position and degree of public access. Ensure that any identified risks are addressed, that the risk assessment is regularly reviewed, and that all trees are adequately maintained by a competent person.

## The Agent will:

Without prejudice to the generality of clause 18.1:

* + 1. Except where this is the responsibility of PA Housing under this agreement, carry out regular health and safety inspections and safety checks of the whole Property, the frequency of which will be appropriate to the services delivered at the Property and the vulnerability of the Occupants. Checks of all Units should be carried out at appropriate intervals, but normally no less often than monthly in shared properties and quarterly in self-contained properties. Inspection periods should be based on risk assessment findings, statutory and regulatory requirements. Records of the inspections must be retained and made available to PA Housing on request.
    2. Except where this is the responsibility of PA Housing under this agreement, carry out or review health and safety risk assessments in accordance with statutory and regulatory requirements in relation to the Property, and all activities carried out at the Property, at least annually, records of which must be retained and made available to PA Housing on request.
    3. Carry out risk assessments in relation to each Occupant, which include an assessment of any property-related risk, and put in place suitable arrangements to manage this risk.
       1. Carry out tests to the fire detection and alarm systems and emergency lighting at appropriate intervals, and record these for inspection.
       2. Carry out fire drills at appropriate intervals and record these for inspection.
       3. carry out visual checks to ensure that fire appliances and other safety equipment are in good working order (including smoke detectors, extinguishers, fire blankets and window restrictors), and record these for inspection.
       4. immediately report to PA Housing any actual or suspected deficiencies in the fire fighting equipment or smoke detectors.
       5. immediately report to PA Housing any significant fire event, including incidents of arson and all fires where the fire service has been in attendance.
       6. ensure that fire doors are not fixed open and that self-closing mechanisms are not disconnected.
       7. maintain a log of fire servicing and fire equipment replacement at the Property.
       8. enforce a no smoking policy in accordance with the regulations, and display required signage.
       9. Assess each Occupant to determine whether s/he needs a Personal Emergency Evacuation Plan (PEEP), and draw up a PEEP for each Occupant who requires one.
       10. provide regular and sufficient training for Occupants and employees in all relevant aspects of health and safety, including fire safety.
    4. Comply with the requirements of PA Housing in relation to the management of asbestos by complying with all relevant requirements of the Control of Asbestos Regulations 2006 including ensuring staff receive appropriate training if asbestos is located in the Property.
    5. Regularly inspect trees growing within the grounds of the Property, which are PA Housing's responsibility to maintain, and immediately report to PA Housing any health and safety concerns.
    6. Undertake risk assessments for and ensure the competence of all contractors employed by the Agent and ensure that all contractors are adequately insured.

# Financial Responsibilities

PA Housing and the Agent agree that:-

* 1. The Agent will be responsible for collecting the Rent and Service Charge due under each Occupancy Agreement and may (subject to the other provisions of this Agreement) retain all such monies collected.
  2. The Agent will pay to PA Housing (in accordance with Clauses 19.3 & 19.9) a sum equal to all Rent and Service charge receivable for all Units (including Void Units), less:
     1. the Management Allowance (as set by PA Housing on or before 1st February each year), which is paid in consideration of the provision of those Housing

Management Services which are the Agent's responsibility under the terms of this Contract.

* + 1. the Voids and Bad Debt Allowance;
    2. the Internal Decorations Allowance;
    3. the Agent's element of the Service Charge, that is the sum which has been approved by PA Housing to meet the anticipated costs of services to be provided by the Agent in the Property under Clause 20.4.
  1. PA Housing will invoice the Agent quarterly for a sum representing the sums due under Clause 19.2.
  2. If the Rent and Service Charge payable by Occupants in the Property changes during the Financial Year, the Voids and Bad Debt Allowance shall be applied to the new Rent and Service Charge payable. The adjustment shall be made in the sums payable by the Agent to PA Housing under Clause 19.3 at the end of the quarter in which the Rents or Service Charge were increased or decreased.
  3. If the actual voids and bad debts during any Financial Year are less than the Voids and Bad Debt Allowance, the Agent shall be entitled to keep the balance. If the actual voids and bad debts during any Financial Year are greater than the Voids and Bad Debt Allowance, the Agent shall be liable for the additional loss PROVIDED **THAT** the Agent shall not be liable for void losses in respect of any Unit that have arisen because PA Housing has failed to complete void works within a reasonable time.
  4. PA Housing will discharge any mortgage payments or ground rent due on the Property.
  5. The Agent will pay the appropriate authorities and companies all Council Tax, rates, utility costs and any other such costs or charges due for services provided at the Property, except those which the Occupants are responsible for paying directly to the authorities or companies concerned under the terms of this Contract or any Occupancy Agreement.
  6. PA Housing and the Agent will apply the Service Charge collected in respect of services which they respectively provide under this Contract to meet the costs of those services.
  7. The Agent will make payments to PA Housing quarterly in arrears within 7 working days of the quarter end.
  8. The Management Allowance and Internal Decorations Allowance payable by PA Housing to the Agent will be reviewed annually on or before February 1st of each year and will normally be increased or decreased in line with the Rent increase or decrease. This annual review will also take into account any evidence submitted of changes to costs whether due to material difference in the legal or regulatory environment or other factors which have an impact on the costs of either party.
  9. PA Housing reserves the right to request an annual draft budget from the Agent for the Property by 31st January in each year. In such circumstances, PA Housing will review the budget and notify the Agent of any required revisions of the budget in relation to housing management expenditure by 14th February.
  10. If requested, the Agent shall provide PA Housing with a final approved budget for the Property by 31st March in each year.

# Rent and Service Charges

## PA Housing will be responsible for:

* 1. Setting the Rent for the Units in each year in accordance with its Rent Plan.
  2. Informing the Agent of the Full Rent for each Unit, which the Agent must apply when re­ letting the Unit.
  3. Informing the Agent of the new Rent for each Unit on or before 21st January in each year.
  4. By 14th February in each year, approving service charge costs which are sufficient to

meet the anticipated costs of services to be provided by the Agent in the Property, provided that these are submitted by the previous 1st February as stipulated in 20.12

below.

20. 5 Setting service charge costs which are sufficient to meet the anticipated costs of services provided by PA Housing in the Property, and advising the Agent of this charge by 21st January in each year, so that the Agent can incorporate this into the total Service Charge.

* 1. If the Agent makes written representations to PA Housing about the proposed increase or decrease in the service charge costs which will be sufficient to meet the services provided by PA Housing in the Property, PA Housing shall give proper consideration to those representations and will within one month of receiving representations from the Agent give a reasoned written response to representations made.

## The Agent will be responsible for

* 1. Collecting all the Rent and Service Charges due under each Occupancy Agreement on behalf of PA Housing and giving receipts for personal contributions towards the rent, where these are payable.
  2. Maintaining proper records of charges payable and received, arrears and voids, and providing rent statements to the Occupants on a regular basis.
  3. Liaising with the Housing Benefit Department or Department of Work and Pensions (DWP) (as applicable), or assisting the Occupants to liaise with the Housing Benefit Department or DWP (as applicable), and offering benefits advice as necessary.
  4. Following up arrears where necessary.
  5. Advising Occupants of their responsibility with regard to the payment of Council Tax, or any other levy or charge which may, from time to time, be payable in place of Council Tax. Where the Property is shared and Council Tax is levied on the whole Property, collecting Council Tax contributions from Occupants on behalf of PA Housing and making payment of the Council Tax.
  6. Setting a service charge budget and estimated service charge costs which are sufficient to meet the anticipated costs of providing the Agent's services in the Property, and presenting these to PA Housing for approval by 1st February in each year. Service charge costs may be set on the basis either of the reasonable service charge costs incurred during the previous accounting periods or of estimates for the current or next accounting period.
  7. Informing PA Housing of any necessary variations to the service charge schedule which is attached at Schedule 2 to the Occupancy Agreement.
  8. By 1st November each year, submitting to PA Housing information relating to service charge expenditure for the previous financial year.
  9. Where the Agent proposes to provide a service chargeable item for which payment will extend beyond the duration of this Contract, consulting with PA Housing in order to establish future financial liabilities before the purchasing decision is made.
  10. On or before the last day of February in each year, informing the Occupants of the new Rent and new fixed Service Charge (which should equal the sum of PA Housing's service charge costs and the Agent's service charge costs as approved by PA Housing).
  11. Ensuring that any Unit which is re-let is let at the Full Rent notified to it by PA Housing under clause 20.2

# Value Added Tax (VAT)

* 1. The RP and the Agent confirm that the management of the Property is considered to be an exempt supply for the purposes of VAT, being ancillary to the provision of support services which are considered to constitute welfare services for the purposes of VAT, but if found to be subject to VAT then all sums payable under this agreement shall be deemed to be made **inclusive** of VAT.
  2. If the Agent's Housing Management Services become subject to the payment of VAT, and are greater than the minimum threshold for compulsory VAT registration and if the Agent is not registered for VAT at the commencement of this agreement, the Agent shall register with **H.** M. Revenue and Customs for VAT.
  3. The Agent shall not voluntarily register with H. M. Revenue and Customs for VAT without prior discussion with PA Housing.

# Insurance (including Professional Indemnity Insurance)

* 1. PA Housing will:

Retain responsibility for insuring the following risks:-

* + 1. fire (and such other risks as PA Housing will in its absolute discretion determine) to full reinstatement value and where possible apply any monies received in respect of such insurance in reinstating the Property. Evidence of such insurance is to be provided by PA Housing to the Agent on request.
    2. third party claims arising from the condition of the Property (Property Owners Liability Insurance).
    3. risks for any lifts in the Property.
    4. claims by employees of PA Housing working in or on the Property.
    5. such other risks as PA Housing may from time to time determine and shall notify to the Agent.
  1. The Agent will:
     1. Inform the Occupants that their personal items and effects are not insured and that the Occupants may take out insurance to cover them.
     2. Take out insurance cover for all contents at the Property other than Occupants' personal possessions.
  2. Both PA Housing and the Agent shall:
     1. Take out and maintain employer's liability insurance for a minimum amount of

£10 million for each and every claim, act, omission or occurrence or series of claims, acts, omissions or occurrences which is sufficient to cover their own liabilities under this Contract (except in relation to any claims, acts, omissions or occurrences or series of the same arising from or as a result of terrorism or the inhalation of asbestos, in respect of which PA Housing and the Agent shall be obliged to maintain employer's liability insurance for a minimum amount of

£5 million).

* + 1. Take out and maintain public liability insurance for a minimum amount of £5m for each and every claim, act, omission or occurrence or series of claims, acts, omissions or occurrences which is sufficient to cover each party's liabilities under this Contract.
  1. The Agent will maintain professional indemnity insurance providing cover of at least £5 million, in respect of those of its activities under this agreement which fall within the scope of such insurance, and shall maintain such cover with annual adjustments in accordance with its business requirements for the period of this Agreement and the period of 6 years following the expiry or sooner termination of this Agreement.
  2. Neither Party to this Agreement shall take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which might render void or voidable any policy of insurance or which would entitle any insurer to refuse to pay any claim under any policy and both Parties shall (insofar as it is reasonably within their power to do so) comply with the terms of all such insurance policies.

# Monitoring, Liaison and Review

* 1. PA Housing will monitor the Agent's performance of the Housing Management Services which the Agent is responsible for against the standards specified in Schedule 3 and will

also conduct a risk assessment of its work with the Agent on a regular basis. Where poor performance or significant risk is identified, PA Housing may implement additional monitoring and/or carry out an investigation and make recommendations to the Agent aimed at improving the situation. The Agent shall comply with such monitoring requirements and co-operate with any such investigation.

* 1. PA Housing is also obliged to ensure that the Board of Management of the Agent is equipped to manage the organisation in a competent manner with due regard to matters of finance, governance and probity. This means that PA Housing's monitoring will have regard to the competence of the Agent's Board of Management, its membership, conduct and the policies and procedures to which it works.
  2. PA Housing will report on its performance of the services for which it is responsible, and take into account any feedback from the Agent and Occupants on its performance.
  3. PA Housing will provide to the Agent any relevant report on its governance or performance by the Social Housing Regulator within one calendar month of receipt.
  4. The Agent will provide to PA Housing (on or before the date specified in this clause, or if no date is specified, upon PA Housing's request):
     1. quarterly performance returns on the Housing Management Services, as requested by PA Housing, within 14 days of the relevant period end;
     2. an annual self-certification form and associated documents when requested, scheme audit information;
     3. audited accounts of the Agent, and audit management letters, on or before November 1st in each year;
     4. information relating to service charge expenditure for the previous financial year on or before November 1st of each year;
     5. the approved budget for all services and activities to be provided or carried out at or in relation to the Property including details of all income and expenditure relating to the same, if requested;
     6. CORE Identification Numbers or their replacement;
     7. copies of all Occupancy Agreements;
     8. copies of paperwork demonstrating that any Occupancy Agreement which has been terminated has been lawfully terminated;
     9. any other information required for the annual Statistical Data Return or for any other regulatory or statistical return which may from time to time be required under any relevant statute regulations or guidance;
     10. O copies of any reports, reviews or other documentation certifying or reporting on compliance with any regulatory or legislative requirements relating to the provision of the Housing Management Services for which the Agent is responsible under this Contract, within 14 days of receipt.
  5. A review of the services provided by the Agent and contracted under this Contract shall be carried out by PA Housing at least once every three years and more frequently should PA Housing consider this to be necessary. A review meeting can be requested in the interim by either party.
  6. Where it has concerns about the Agent's performance (whether or not to do with services contracted under this Contract), PA Housing may request the agent to provide any report on its governance or performance of support, care or treatment services at the Property by the agencies responsible for the commissioning and monitoring of those services, which the Agent will not unreasonably withhold. PA Housing reserves the right to raise its concerns with relevant regulatory authorities, commissioners or funders following notification to the Agent of its intention to do so.

# Notification

Both PA Housing and the Agent shall:

* 1. Pass on to the other, within seven days of receipt, a copy of any Notice relating to the Property received by it or served upon it.
  2. Act upon any statutory notices in accordance with their respective responsibilities as set out in this Contract.
  3. Use reasonable endeavours to notify the other immediately of any significant development, incident or complaint concerning the Property, its Occupants, PA Housing or the Agent which could lead to adverse publicity, legal or regulatory action or affect the services provided to Occupants or the condition of the Property.
  4. The Agent shall also notify PA Housing of any fraud or theft or suspected fraud or theft of over £500 carried out by its staff which may have occurred within the Property, and also any similar incident which may have occurred at the registered office of the Agent that has any effect on the operation of this Contract and/or the Property and/or the Occupiers.

# Confidentiality

* 1. Both PA Housing and the Agent shall respect the confidentiality of information concerning the Occupants which may from time to time become available to them and comply in all respects with the requirements of the Data Protection Act 1998 insofar as it relates to the Occupants and the Property.

# Determination of Disputes

## Initial procedure

Should either party be dissatisfied with the performance of the other under the terms of this Contract , have differences about the interpretation of the Contract or have any other dispute relating to the Property and either party's services to its Occupants which cannot be resolved through liaison meetings, the following sequence of action will be pursued:

* + 1. Either party will request a special meeting to review the working of the Contract giving 10 working days prior written notice (or a shorter notice period if the parties agree). The written notice must specify the alleged breach of the agreement. The other party will attend that meeting;
    2. If the issue remains unresolved the dissatisfied party will request a meeting between senior managers of both parties on giving 10 working days prior written notice (or a shorter notice period if the parties agree). The other party will attend that meeting.

## Referral to arbitration

* + 1. If the issue remains unresolved after the procedure has been followed then the dispute or difference may be referred by either party to an independent arbitrator for settlement.
    2. A suitably qualified independent arbitrator shall be appointed by agreement between the parties or in the absence of agreement by or on behalf of the President of the Law Society whether the disagreement be as to the profession or the identity of the arbitrator or both. The arbitration will be conducted in accordance with the Arbitration Act 1996. Both parties will share equally the costs of appointment of the relevant arbitrator and thereafter costs will be borne as the arbitrator directs.
  1. Use of this disputes procedure does not prevent either party from serving notice of termination where there are grounds to do so as set out in this Contract or taking any other legal action against the other party.

# Housing Ombudsman Awards

* 1. In the event of an award by the Ombudsman where PA Housing is at fault the RP shall reimburse the Agent for any expenses reasonably incurred by the Agent in dealing with the Ombudsman's investigation. Any compensation will be paid as directed by the Ombudsman.
  2. In the event of an award by the Ombudsman where the Agent is at fault the Agent shall reimburse the RP for any expenses reasonably incurred by PA Housing in dealing with the Ombudsman's investigation. Any compensation will be paid as directed by the Ombudsman.

# Termination

## Grounds for Termination

* 1. This Contract may be terminated as follows:
     1. on expiry of twelve months written notice given by either party to the other;
     2. on expiry of written notice from one party to the other where both parties have mutually agreed an alternative notice period;
     3. In respect of default as follows:

1. if either party commits a breach of this Contract, notice of the breach (the First Notice) may be served on the party in breach (the Defaulter) by the other party requiring the Defaulter, within such reasonable period as is specified in the First Notice, to remedy the breach referred to in the First Notice (if the same is capable of remedy) or (if the same is not capable of remedy) to put in place preventative measures to ensure that the breach does not recur;
2. if the Defaulter fails to remedy the breach or take preventative measures in compliance with the terms of the First Notice the other party may then serve a further notice (the Final Notice) requiring the Defaulter to remedy any remediable breach specified in the First Notice or to take appropriate preventative measures to prevent the recurrence of any irremediable breach specified in the First Notice, within 10 Business Days of service of the Final Notice;
3. if the Defaulter fails to comply with the terms of the Final Notice within 10 Business Days of service of the Final Notice this Contract will then be terminable upon written notice which may be served by the server of the Final Notice upon the Defaulter forthwith.
4. On service of written notice with immediate effect by either party if the other should be formally dissolved or struck off by Companies House, cease operation, become insolvent, have its registration under the Housing and Regeneration Act 2008 withdrawn or have its charitable status withdrawn;
5. On service of written notice with immediate effect by either party in the event of gross or fundamental breach of this Contract. Such gross or fundamental breach would include but is not limited to actions or omissions on the part of either party which seriously endanger the health and safety or wellbeing of the Occupants.
   1. In the event that the Support Contract is terminated and the Local Authority enters into a new support contract (the **New Contract)** with a party other than the Agent for the provision of Support Services (and any other support services) to Occupants this Contract will also terminate immediately upon the commencement of the New Contract.
   2. If the Support Contract is terminated and:
      1. the Local Authority does not enter into a New Contract with another party to provide the Support Services (and any other support services) to the Occupants in place of the Agent; and
      2. the Agent decides that it is not financially viable for them to continue to provide the Support Services and the Housing Management Services without the funding previously provided by the Support Contract;
      3. then the Agent must, within one month of the date on which the Local Authority notifies the Agent that they will not be entering into a New Contract (the **Notification Date),** give PA Housing 3 months written notice of their

intention to terminate this Contract. In these circumstances, subject to the provisions of clause 28.6 below, this Contract will then terminate on the date 3 months after the date of the said notice (the **Agent Termination Date).**

* 1. If the Support Contract is terminated and:
     1. the Local Authority does not enter into a New Contract with another party to provide the Support Services which the Agent is contracted to provide under the Support Contract to the Occupants in place of the Agent; and
     2. the Agent notifies PA Housing within one month of the Notification Date that it wishes to continue to provide the Support Services and the Housing Management Services (and is able, within one month of the Notification Date, to prove to the satisfaction of PA Housing that it is financially viable for it to do so);

then this Contract shall continue in force until such time as it may be terminated in accordance with the provisions of this 28.

* 1. If the Support Contract is terminated and clause 28.4.2 applies but PA Housing, acting reasonably, is not satisfied that it is financially viable for the Agent to continue to provide the Support Services and the Housing Management Services then PA Housing may give the Agent written notice of their intention to terminate this Contract and, subject to the provisions of 28.6, this Contract will then terminate on the date 3 months after the said notice (PA Housing **Termination Date)**
  2. If this Contract is terminated in accordance with clause 28.33, 28.5 or 28.9, the Agent shall be responsible for ensuring and shall use all reasonable endeavours to ensure that (unless otherwise agreed between PA Housing and the Agent) on the Agent Termination Date or PA Housing Termination Date (as applicable) the Property is yielded up with vacant possession and in a good repair in accordance with its obligations under this Contract and in the event that the Agent has not obtained vacant possession of the Property on or before the Termination Date this Contract shall continue in force until such date as the Agent is able to do so;

## Procedure following Notice of Termination (general)

Upon termination of this Contract:

* + 1. PA Housing and Agent will work together to achieve a smooth handover of the Property, its assets, records and services. The requirements relating to Occupants will vary depending on the terms of the Occupancy Agreement and the nature of the support service provided.
    2. There will be a full accounting between the parties to this agreement, and apportioned payments or repayments will be made of all money paid in advance or arrears.

## Procedure where this Contract is terminated but the Support Service is to be continued to the same client group, and it has been agreed that the current Occupants may remain in the Property

Where this Contract is terminated but the Support Service is to be continued to the same client group, and it has been agreed that the current Occupants may remain in the Property:

* 1. 1 PA Housing will notify the Occupants of the appointment of any new managing agent
     1. Where a new agent is to be appointed (and the identity of that agent is known to the Agent prior to the date on which this Contract is terminated) the outgoing Agent will:
        1. provide the new agent with a rent and service charge statement and case management notes in respect of any Occupant whose rent account is in arrears, and;
        2. use reasonable endeavours to agree with the incoming new agent details of the steps which the new agent will take in order to pursue any rent and service charge arrears which the agent is entitled to retain under Clause

19.1 and how often any such monies which are recovered by the new agent shall be forwarded to the outgoing Agent.

* + - 1. in line with Data Protection requirements, its confidentiality policy and any Joint Working Protocol, agree with the new agent what information and Occupants' records should be passed on to the new agent.
    1. Unless an alternative arrangement is agreed by both PA Housing and the Agent, and provided the Agent has paid all monies due to PA Housing under this Contract, PA Housing will advise the new agent that although arrears may still be shown on the Occupant's account, the Agent has paid all monies due to PA Housing, and therefore any repayment made by the Occupant should be forwarded by the new agent to the Agent.
    2. At least one month before expiry of the termination notice PA Housing and Agent will carry out a full joint inspection of the Property to agree what repair, internal decoration and maintenance work is required before handover and which party is responsible for it. This schedule of work will be written up by PA Housing for use by both parties and will include a timetable, any penalties for failure to complete work required and any payment of cost in lieu of work required that may be agreed. The joint inspection of the Property will also identify the presence and condition of all fixtures, fittings, furniture and equipment and whether they were provided and paid for by PA Housing, Agent or Occupants. Those fixtures, fittings, furniture and equipment paid for by service charges shall, if the Property is to continue to be used for accommodation with support, remain in the Property and, if required, be brought up to the agreed standard by the party responsible for them.
    3. At least one month before expiry of any termination notice, the Agent will advise PA Housing of all service contracts, licences or agreements relating to the Property which are held in the name of the Agent and, in consultation with PA Housing and any new agent, either arrange termination or arrange for the name of the contracting party to be changed, as agreed.
    4. Upon termination, a Schedule of .Dilapidations will be drawn up by PA Housing, and the Agent will make reasonable payment to PA Housing in respect of any disrepair to any items within any part or parts of the Property or grounds which the Agent is responsible for maintaining, cleaning, repairing or replacing under the terms of this Contract.

## Procedure where Property is no longer to be used for accommodation with support

Where Property is no longer to be used for accommodation with support:

* + 1. All furniture, carpets and equipment at the Property howsoever provided (other than furniture and equipment belonging to the Occupants) will be deemed to be the property of the Agent who shall take responsibility for disposing of them.
    2. If there are unspent funds from payment in advance for fixtures, fittings, furniture and equipment held by the Agent those funds shall be passed to PA Housing for future use at the Property. Where the Agent has consulted with PA Housing regarding a service chargeable item for which payment would extend beyond the duration of this Contract, financial liability will be determined as agreed during that consultation.
    3. The Agent will:

1. Ensure that outgoing Occupants take with them any furniture, fittings, equipment or other possessions they own. Any clearing of abandoned possessions or making good of damage caused by Occupants' removals as provided for in the Occupancy Agreement will be carried out by the Agent.
2. Pass all records relating to the services provided to Occupants under this Contract to PA Housing, having regard to the requirements of the Data Protection Act and to its confidentiality policy.
   * 1. At least one month before expiry of any termination notice, the Agent will advise PA Housing of all service contracts, licences or agreements relating to the Property which are held in the name of the Agent and, in consultation with PA Housing either arrange termination or arrange for the name of the contracting party to be changed, as agreed.
     2. At least one month before expiry of the termination notice PA Housing and Agent will carry out a full joint inspection of the Property to agree what repair, internal decoration and maintenance work is required before handover and which party is responsible for it. This schedule of work will be written up by PA Housing for use by both parties and will include a timetable, any penalties for failure to complete work required and any payment of cost in lieu of work required that may be agreed. The joint inspection of the Property will also identify the presence and condition of all fixtures and fittings, and whether they were provided and paid for by PA Housing, Agent or Occupants. Those fixtures and fittings paid for by service charges shall if required remain in the

Property and be brought up to the agreed standard by the party responsible for them.

* + 1. Upon termination, a Schedule of Dilapidations will be drawn up by PA Housing, and the Agent will make reasonable payment to PA Housing in respect of any disrepair to any items within any part or parts of the Property or grounds which the Agent is responsible for maintaining, cleaning, repairing or replacing under the terms of this Contract.

# Staffing

* 1. The Agent will comply with all legislation, regulations and good practice relevant to its employment of staff.
  2. At all times, the Agent shall ensure that:
     1. each of the Agent's Personnel is suitably qualified, adequately trained and capable of providing the applicable Housing Management Services and Support Services in respect of which they are engaged;
     2. there is an adequate number of Agent's Personnel to provide the relevant Housing Management Services and the Support Services properly; and
     3. it is and shall be responsible for all aspects of the appointment, employment, training, support, supervision, discipline and discharge of the Agent's Personnel. This includes all appropriate checks with, and reports to, the Disclosure and Barring Service or its successor body.
  3. Subject to Clause 30 nothing in this Contract shall be construed as creating an employment, or other contractual relationship between PA Housing and any or all of the Agent's Personnel.
  4. The Agent will indemnify PA Housing from and against all liabilities awarded against or incurred by PA Housing, its agents and subcontractors as a result of or in connection with any claim by the Agent's Personnel, save where any liability arises as a result of any negligence on the part of PA Housing or its other agents or subcontractors.
  5. PA Housing will indemnify the Agent from and against all liabilities awarded against or incurred by the Agent as a result of or in connection with any claim by the Agent's Personnel that arises wholly or mainly as a consequence of any negligence on the part of PA Housing, its employees, or other subcontractors.

# TUPE

* 1. In this Clause 30:



|  | this Contract and for the avoidance of doubt can include PA Housina | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Relevant Employees | means all those employees subject to a Relevant Transfer on a Relevant Transfer Date | | | | | |
| Relevant Transfer | means a transfer to which **TUPE** applies | | | | | |
| Relevant Transfer Date | means a date on which the provision of the Housing Management Services and Support  Services changes (save for the Commencement Date) | | | | | |
| Sub-Contractor | means a contracts  Contract | person any of | to its | whom the obligations | Agent under | sub­ this |
| **TUPE** | means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time | | | | | |
| **TUPE** Information | means all information in respect of the employees assigned to the provision of the Housing Management Services and Support Services under this Contract whether employed by the Agent or any Sub-Contractor which PA Housing and/or a prospective tenderer and/or a New Agent may reasonably require including but not limited to:   1. salaries, bonuses, overtime pay, holiday pay, sick pay and other benefits; 2. dates of birth; 3. details of continuous service; 4. hours of work; 5. individual terms and conditions of employment; 6. details of collective arrangements or other arrangements or understandings with any trade union, staff body or other representative body of such employees; 7. disciplinary records; 8. details of ongoing disciplinary or grievance matters; 9. policies or other agreements or arrangements or understandings in respect of each of them and any variations agreed thereto; 10. details of any enhanced or contractual redundancy entitlements; and 11. any other materially relevant information (including without limitation details of the hardware, software and other equipment required to perform) relating to the provision of the Housing Management Services and/or   Support Services | | | | | |

## Employer

The Agent shall be responsible for the appointment, employment, support, supervision and discharge of staff working with Occupants at the Property and nothing in this Contract shall be construed as giving such staff the status of employees of PA Housing.

## Termination

* + 1. PA Housing and the Agent agree that any transfer of responsibility for the Housing Management Services and Support Services (or any part of the Housing Management Services and Support Services) to any New Agent which occurs upon termination of this Contract may constitute a Relevant Transfer.
    2. Immediately after PA Housing or the Agent has given notice to terminate the whole or part of the contract the Agent shall:

1. promptly, at the request of PA Housing, fully and accurately disclose to PA Housing the TUPE Information and permit PA Housing to use the TUPE Information to inform any prospective tenderer and/or New Agent about the anticipated Relevant Employees. If during the period between supplying the TUPE Information and the Relevant Transfer there is any material change in the information supplied or new information is discovered, the Agent shall promptly disclose to PA Housing the updated information, and
2. use all reasonable endeavours to co-operate and procure that any relevant Sub-Contractor co-operates with any other reasonable request made by PA Housing concerning the TUPE Information;
   * 1. following receipt of notice of termination of this Contract the Agent shall not and shall procure that any relevant Sub-Contractor shall not;
3. terminate the employment of any of the employees assigned to the provision of the Housing Management Services or Support Services for any reason whatsoever save where termination is lawful;
4. alter or change in any way any terms and conditions of employment of any of the employees assigned to the provision of the Housing Management Services or Support Services (whether with or without consent of the employees) other than changes agreed in the normal course of the employers' business and in good faith or wage or salary awards which are in line with those offered generally for similar status individuals within the workforce of the employer or as required by law, and
5. recruit (except as a replacement for any employee whose employment is terminated and where the replacement is being recruited on terms which are not materially different from the terms of the employee being

replaced) any employee to provide the Housing Management Services or Support Services except with PA Housing's prior written consent, and

1. relocate or assign new duties to any of the employees providing the Housing Management Services or Support Services without the prior written consent of PA Housing.

## Obligations on Termination

The Agent shall discharge or procure that any relevant Sub-Contractor discharges all obligations and liabilities in respect of the Relevant Employees up to and including the Relevant Transfer Date.

* + 1. The Agent warrants that reasonable care will be used in the preparation of the TUPE Information and that reasonable efforts will be taken to ensure that it will be complete (insofar as it is reasonable for PA Housing to require such information to be provided) and accurate in all respects as at the date the information is provided. The Agent shall indemnify and keep indemnified PA Housing against any loss caused to PA Housing or any New Agent by any inaccuracy or incompleteness in such information or by any changes in the information which have not been communicated to PA Housing (whether relating to the number, identity or details of the Relevant Employees or otherwise) which occur prior to the Relevant Transfer Date.
    2. The Agent shall indemnify PA Housing in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which PA Housing and/or any New Agent incurs arising from any act or omission of the Agent in relation to any employee up to and including the date of a Relevant Transfer.
    3. PA Housing shall indemnify the Agent in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which the Agent incurs arising from any act or omission of PA Housing in relation to the Relevant Employees.

# Statutory and regulatory obligations

* 1. PA Housing and the Agent will comply with the statutory and regulatory obligations which affect the Housing Management Services provided under this Contract both now or in the future including, but not limited to, the requirements where applicable of:
* the Health and Safety Acts and the Health and Safety Executive;
* all Acts relating to discrimination on the grounds of protected characteristics;
* all Acts relating to the provision of social housing and the regulations of the body or bodies which may from time to time be responsible for regulating the provision of social housing;
* regulations relating to Houses in Multiple Occupation;
* Acts and regulations relating to the safety and supply of gas and electrical services and appliances at the Property;
* the Data Protection Act 1998;
* the Mental Capacity Act 2005;
* the Health and Social Care Act 2008 and regulations on regulated activities and registration with CQC.

# Notices

Any Notice under this Contract shall be sufficiently served if it is sent by recorded delivery post, addressed to the other party at its address recorded in this Contract or otherwise notified in writing to the other party and proof of posting shall be sufficient proof of service on the second working day following the day of posting.

**To *be signed by Chief Executive, Director, or Chair* of *Board***

Signed on behalf of PA Housing by:

Signature:

Print Name:

Position in organisation: Witnessed by:

Address:

Date:

Signed on behalf of XXXXXXX by:

Signature:

Print Name:

Position in organisation:

Witnessed by:

Address:

Date:



**SCHEDULE 1 LIST OF PROPERTIES AND MAXIMUM OCCUPANCY**

The Property referred above being all that freehold property known as:

## 40 Keswick Road, Putney, London, SW15 2JE

Agreed number of Occupants: **7**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 5% of Rent and Service Charge Internal Decorations allowance: £7.73 per bedspace per week

## 20 Bonner Hill Road, Kingston, Surrey, KT1 3ME

Agreed number of Occupants: **2**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 5% of Rent and Service Charge Internal Decorations allowance: £6.18 per bedspace per week

## 56 Gibbon Road, Kingston, Surrey, KT2 6AB

Agreed number of Occupants: **4**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 5% of Rent and Service Charge Internal Decorations allowance: £6.18 per bedspace per week

## 53 Hook Road, Surbiton, Surrey, KT6 5AF

Agreed number of Occupants: **3**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 5% of Rent and Service Charge Internal Decorations allowance: £6.18 per bedspace per week

## Letchworth House, 5 Beaufort Road, Kingston, Surrey, KT1 6AB

Agreed number of Occupants: **5**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 5% of Rent and Service Charge Internal Decorations allowance: £6.18 per bedspace per week

## 145-151 Richmond Park Road, Kingston, Surrey, KT2 6AG

Agreed number of Occupants **4**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 5% of Rent and Service Charge Internal Decorations allowance: £6.18 per bedspace per week

## 18 Richmond Park Road, Kingston, Surrey, KT2 6AH

Agreed number of Occupants **12**

Fees and allowances at this date:

Housing Management Allowance: £28.17 per bedspace per week Voids and Bad Debts allowance: 10% of Rent and Service Charge Internal Decorations allowance: £7.73 per bedspace per week

**SCHEDULE 2**

**KEY HOUSING MANAGEMENT RESPONSIBILITIES**

Key housing management responsibilities of PA Housing and Agent include, but are not limited to, the following. For full details please refer to the body of the Contract.

| **Key housing management responsibilities of the Agent include:** | **Clause** | **Schedule** |
| --- | --- | --- |
| Dealing with anti-social behaviour and resolving neighbour disputes; | 8 |  |
| Dealing with racial, sexual and other forms of harassment; | 8 |  |
| Dealing with safeguarding issues to protect vulnerable adults, and, where applicable, children | 8 |  |
| Developing equality and diversity policies and applying these to the  provision of the Housing Management Services for which it is responsible under this contract. | 8 |  |
| Dealing with allocations, lettings and Occupancy Aqreements | 9. | 5 |
| Taking out and conducting legal proceedings against Occupants | 10 | 8 |
| Involving and consulting Occupants | 11 |  |
| Recording and dealing with Occupants' complaints | 12 | 7 |
| Explorinq move-on options with Occupants | 13 |  |
| Carrying out tasks in relation to Property maintenance, including reporting and recording repairs and undertaking repairs where these are the Aqent's responsibility | 15,16 | 6 |
| Supplying, repairing and maintaining furniture and equipment, carpets and curtains as applicable | 15 |  |
| Carrying out internal decorations and maintaining gardens and grounds | 15 |  |
| Arranqinq Aids and Adaptations in liaison with PA Housinq | 15 |  |
| Finding alternative accommodation for Occupants, should major repair work require them to vacate the Property | 17 |  |
| Carrying out its responsibilities in relation to fire precautions and health and safety and trees | 15,18 | 6 |
| Paying council tax, rates, utility costs, etc, to the appropriate authorities and companies, except where the Occupants are responsible for payment | 19 |  |
| Setting the Agent's element of the Service Charge in  respect of the services it provides, and applying Service Charge collected to meet the cost of those services | 19,20 |  |
| Collecting Rent and Service Charges (and council tax where applicable) on behalf of PA Housing, maintaining  proper records and providinq rent statements. | 20 |  |
| Liaising with the Housing Benefit Department or Department  of Work and Pensions (as applicable) and offering benefits advice to Occupants as necessary | 20 |  |
| Following up arrears | 20 |  |
| Taking out insurance cover as stipulated in the Management Contract | 22 |  |

|  |  |  |
| --- | --- | --- |
| Advising tenants that they may take out insurance cover for their personal items and effects | 22 |  |
| Complying with PA Housing's monitoring requirements and  providing PA Housing with documentation in relation to monitoring | 23 |  |
| Complying with procedures relating to the termination of the Manaqement Contract, includinq TUPE procedures | 28,  30 |  |
| Complying with statutory and regulatory obligations which  affect the Housing Management Services provided under the Manaqement Contract | 31 |  |
|  |  |  |
| **Key housing management responsibilities of PA Housing include:** |  |  |
| Specifyinq the Occupancy Agreement | 9 | 4 |
| Consulting with Occupants regarding Housing Management Services provided by PA Housing | 11 |  |
| Except where the terms of the Contract provide for repairs to be carried out by the Agent, carrying out obligations to repair. This includes day-to-day maintenance work, void works, external redecoration and major repairs. | 15,16 | 6 |
| Provide, or permit provision of Aids and Adaptations, in liaison with the Agent | 15 |  |
| Carrying out its responsibilities in relation to Fire Precautions and Health and Safety London only: and trees. | 15,18 | 6 |
| Setting the Rent and informing the Agent of the Rent to be charqed for each Unit | 20 |  |
| Setting PA Housing's element of the Service Charge in respect of the services it provides, and applying Service  Charqe collected to meet the cost of those services | 19,  20 |  |
| Approving the Agent's element of the Service Charge | 20 |  |
| Taking out insurance cover as stipulated in the Management Contract | 22 |  |
| Monitoring the Agent's performance of the Housing Management Services | 23 |  |
| Complying with procedures relating to the termination of the  Management Contract, includinq TUPE procedures | 28,30 |  |
| Complying with statutory and regulatory obligations which  affect the Housing Management Services provided under the Management Contract | 31 |  |

**SCHEDULE 3 HOUSING MANAGEMENT SERVICE STANDARDS**

1. In performing the Housing Management Services both PA Housing and the Agent will comply with all relevant legislation and with the relevant regulatory requirements laid down by the Social Housing Regulator [and any other relevant regulatory body].
2. The Agent shall set targets for its performance in relation to Rent and Service Charge collection, habitable voids, complaints handling and planned departures; monitor its performance in relation to such targets; and review its targets accordingly, seeking to continuously improve performance insofar as this is considered possible.
3. PA Housing shall set targets for performance in relation to those property repairs for which it is responsible; monitor performance in relation to such targets; and review targets accordingly, seeking to continuously improve performance insofar as this is considered possible.
4. PA Housing will on request provide the Agent with information on its targets and performance with regard to Housing Management Services provided by PA Housing.
5. The Agent will provide PA Housing with information on its targets and performance with regard to Housing Management Services in accordance with the requirements of Clause 23 of this contract.

SCHEDULE 4

MODEL OCCUPANCY AGREEMENT NOT FOR USE

Paragon Asra

**PA Housing**

**Assured Shorthold Tenancy Agreement**

**(Agency Managed Supported Housing)**

**This is a legal contract. It describes the rights and responsibilities of you (the tenant) and us (your landlord).**

**It creates an Assured Shorthold tenancy within the meaning of the Housing Act 1988**

This Tenancy Agreement is between

**Our Name**

**Paragon Asra Housing Limited**

(referred to in this Agreement as "we", "our", or "us")

We are registered with the Homes and Communities Agency under Section 112 of the Housing & Regeneration Act 2008. We are also a registered Industrial and Provident Society with charitable rules.

**Our Address Unit G.02.01, The Leathermarket, 11/13 Weston Street, London SE1 3ER**

And

**Your Name**

**IRseri 1Nlame]**

(referred to in this agreement as "you")

**Managing Agent**l11sel1 f\lJ/ame & Reg Atifd1ress]

The Managing Agent is responsible for managing your home on our behalf and has authority from us to carry out our duties and exercise our rights under this Agreement. We have the right to appoint an alternative Managing Agent if we regard it as necessary or desirable to do so. We will notify you of any change.

This Agreement relates to:

**Address** 

(referred to in this Agreement as "your home").

**Tenancy**  **Reference**

**Description** Property Type:

Room or Flat for the exclusive use of the tenant, which comprises of:

[Agent to delete as necessary:

Bedsitting room

Bedroom

Living room Kitchen

Bathroom, WC]

**Occupancy:** The maximum number of occupants for this property is One.

**Communal Areas** You have the right to use the following, in common with other persons with the same right:

[Agent to delete as necessary:

Kitchen

Bathroom, WC

Livingroom

Laundry room

Activity room

Garden]

/

Together with fixtures, furniture and effects listed on the inventory attached as Schedule 1 of this Agreement and signed by both you and us.

Your Tenancy begins on: **MONDAY ............................**

Choose an item. Choose an item. Choose an item.

And is a weekly Assured Shorthold tenancy running from Monday to Sunday.

**You must make the following payments for your home:**

**Net Rent** £.................

**Eligible Service Charge\* Ineligible Service Charge\*\***

**Council Tax\***

**Total Weekly Rent**

£....................

£...................

£......................

*\*Charges eligible for Housing Benefit/Housing Related Universal Credit*

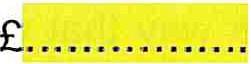
*\*\*Charges ineligible for Housing Benefit/Housing Related Universal Credit*

*Not applicable*

*unless* a *figure is*

*entered below*

You must in addition pay to us the following weekly payment in respect of money that you owe to us or an associated company in respect of occupation of a previous property

Former Tenancy Arrears Payment

If you are allowed to move in to your home before the Start Date (see Clause 2.2), you are permitted rent free days. The rent will be charged from, and the first week's rent is due on the Start Date.

**THE AGREEMENT CONTAINS THE FOLLOWING TERMS:**

1. **GENERAL TERMS**

**Support**

* 1. Your home is part of a service designed to provide housing with support The aim of the service and expected length of stay, and any covenants, conditions or obligations that apply to your home are detailed in Schedule 2.
  2. The Managing Agent is responsible for providing support/care on behalf of the local authority or other agency that has commissioned your support. You must, after consultation, sign a Support/Care Contract or Agreement with the Managing Agent before moving in or within one week of doing so. The Support/Care Contract or Agreement which you have agreed or may agree with the Managing Agent identifies specific areas where support/care is required (as these may vary from time to time) and confirms your willingness to accept support/care sufficient to meet your identified needs. Because the provision of support/care is fundamental to our decision to allow you to have this tenancy, it shall be regarded as a serious breach of this Agreement if you withdraw from or break the terms of the support contract or agreement and we may take steps to end the Tenancy.

**Changing this Agreement**

* 1. Except for changes in the Net Rent or other charges, the terms of this Agreement may be altered only if either;
     1. both you and we agree in writing; or
     2. By us following a procedure similar to that set out in sections 102 and 103 of the Housing Act 1985 in respect of Secure tenants. This means that we will:
        1. Serve you with a Notice of Intended Variation which will provide you with written details of the proposed variation and a statement which explains the effect of the proposed variation;
        2. Give you a reasonable period of time (normally 28 days) to make any comments to us about the proposed variation;
        3. Consider any comments that you make before making any final decision;
        4. If we decide to vary your tenancy, issue a written 'Notice of Variation' setting out in writing the varied terms and conditions and giving you 28 days' notice before the changes take effect.

We will not make any changes in this way that would have a significantly adverse effect on you unless it is reasonable to do so in order to bring the Agreement into line with changes in the law or good housing management practice.

**Changes in the Law**

* 1. All references in this Agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time.

**Third Parties**

* 1. Nothing in this agreement allows, or is intended to allow, any other person except you, us and the Managing Agent to have a right to benefit from or to enforce it.

**Notices**

* 1. Any notice (including notices in proceedings) that you need to serve on us can be served on us or on the Managing Agent at our respective addresses as stated on the first page of this Agreement. This clause gives notice to you of our address as required by Section 48(1) of the Landlord and Tenant Act 1987.
  2. Any notice that we need to serve on you under the terms of this Agreement or as required by law will be validly served if it is:

1. handed to you or anyone at your home;
2. left at your home;
3. fixed to your front door or another prominent part of your home;
4. sent by post to your home; or
5. left at or sent by post to your last known address.

**Priority of Payments**

* 1. If you owe more than one debt to us (whether in respect of rent or otherwise) we may decide in our absolute discretion to which debt any payments received from you will be applied despite any stipulation by you to the contrary.

1. **Paying for Your Home**

**Making payment**

* 1. You must pay your Total Weekly Rent (together if applicable with any Former Tenancy Arrears Payment) in advance on the Monday of each week of your tenancy.

**Moving in early**

* 1. If we allow you to move in to your home before the Start Date, you will occupy your home as a licensee until the Start Date, and have pre-agreed rent free days.

**Help with your rent**

* 1. Whether or not you receive housing benefit or any other form of assistance with your housing costs, it is your responsibility to pay the Total Weekly Rent. Any payment we do receive will be credited to your account. If we have to pay back an overpayment, it will be debited from your account.
  2. If you receive housing benefit or any other form of assistance for your housing costs, or think you may be entitled to it, you must ensure that you complete the relevant forms and provide the necessary information so your claim can be assessed. If your circumstances change, you must inform the relevant authority at once.
  3. You must if you are asked to do so apply to the relevant authority for the payment direct to the Managing Agent of any housing benefit or other similar payment to assist you with your housing costs.
  4. You agree that we are authorised to disclose to the relevant authority any information, including personal details, and any changes in your circumstances which we are aware of. You also agree that we have your authority to ask the relevant authority for information regarding any claim you may make.

**Changes in your rent**

* 1. We may increase the Net Rent on or about the first Monday on or after 1st April following the start of this agreement and then on or about the first Monday on or after 1st April in each year after that. Whilst we are your landlord, any increase will not exceed the amount permitted by guidance set by the Social Housing Regulator.
  2. We will give you at least 28 days' notice in writing of any change. The notice will specify the revised rent.

**Fixed Service charge**

* 1. We may charge you for the services we provide. The Fixed Service Charge is included in the Total Weekly Rent and will be reviewed annually and amended at the same time as the Net Rent as explained in Clause 2.9.
  2. The services we provide are set out in Schedule 3 to this Agreement, provided at the commencement of tenancy.
  3. The Fixed Service Charge is based on the sum we estimate we are likely to incur providing the Services over an annual period. If the actual amount that we spend on providing the services exceeds our estimate, we will be responsible for the difference. If it falls short of our estimate, we will retain the difference.

**Council tax**

* 1. If Council Tax is included in the payments for your home, you must pay a contribution towards Council Tax calculated by dividing the total liability for the Property by the number of rooms let as separate accommodation. We will notify you of any change in your contribution.

1. **REPAIRING YOUR HOME**

**Our Responsibilities**

* 1. We will keep in good repair and maintain in proper working order: -
     1. The structure and exterior of your home and building of which it forms a part, including roofs, walls (excluding minor internal plasterwork repairs), floors, ceiling, window frames, external doors, drains, gutters and outside walls and paths;
     2. Kitchen and bathroom fixtures - basins, sinks, toilets, baths and showers;
     3. Electrical wiring and gas and water pipes;
     4. Heating equipment and water heating equipment.
     5. Any other repair responsibility will be governed by current legislation
     6. Any furniture item within a Furnished Tenancy that can be found in the inventory in Schedule 1 of this Agreement.
  2. We are not responsible for any repair or replacement that is needed because of damage or neglect caused by you or your visitors. If you are found responsible for a repair in your home or communal areas, we will recharge you.
  3. We will take reasonable care to maintain any communal areas around your home (including but not exclusive to, stairs, lifts, parking areas and rubbish chutes) in a condition that enables you to use them. We are not responsible for cleaning communal areas unless this is listed as a service that we provide within Schedule 3.
  4. We will paint the outside and communal areas of your home at regular intervals.
  5. We will do repairs in reasonable timescales. Details of the timescales in which we aim to respond are set out in the repairs contract for your area. Details can be made available from the Managing Agent upon request. When you report a repair to us via the Managing Agent, we or the Managing Agent will tell you when the work will be completed.
  6. We will clear up after a repair. We will leave the decoration as close as possible to how it was before the work was done
  7. We or the Managing Agent will give you or send you confirmation of your request for a repair (unless it is an emergency).
  8. We will provide you with information about how to use and live in your home and allow you to gain access to our repairs and assets services when you need to.

**Your Responsibilities**

3.9 You must immediately report to the Managing Agent any repairs needed to your property and communal areas, that we are responsible for, including any defects which might injure or damage anybody or anything.

**Repairs you are responsible for**

* 1. You are responsible for the followin
     1. Repairing, or paying for us to repair, any damage you or the people visiting you cause deliberately, accidentally, by misusing the Property or by being careless;
     2. Repairing and maintaining fixtures, fittings and appliances provided by you;
     3. Making good any damage after fitting appliances supplied by you;
  2. You must keep the inside of your home tidy and in reasonable condition.
  3. You must pay for repair or replacement if damage is caused deliberately by you or your visitors (smashed windows or broken doors for example) or by your own neglect. We may agree to repair the damage or replace broken fittings or furniture but we will charge you for the cost of the work, VAT and an administration fee.
  4. You must not change the locks to your home or any other part of the building containing it and you must take all reasonable steps to preserve the security of the building. You are responsible for paying for lock replacement or for replacement keys, where keys are lost.
  5. You must allow persons providing support to you into your home at all reasonable hours of the day by prior appointment. You must allow persons sent by us or the Managing Agent to enter your home where they have reasonable grounds for concern and wish to satisfy themselves as to your well-being or that of any person visiting your home.
  6. You must allow our workers or people sent by us or by the Managing Agent into your home at all reasonable hours of the day to inspect and carry out maintenance, repairs and improvements to your home or to any adjacent property. We will normally give you at least 24 hours' notice when we need to enter your home. However, you agree that if we need to obtain access in an emergency, we or the Managing Agent may if necessary force access if you are not present or if access is not given immediately. If we do this, we or the Managing Agent will repair anything that is broken as a result, unless the reason for obtaining access is something that you have done in breach of the terms of this Agreement.
  7. **You must** allow our staff, agents and contractors sent by us access to your home to service gas appliances that we own. **If access is denied, you could be putting yourselves and your neighbours at risk and this may result in legal action being taken against you.** You agree that if we have made two appointments to carry out inspection or servicing of gas appliances and you have not kept them, then we may, after giving you 7 days' notice of our intention to do so, force access to your home if you are not present or if access is not given immediately when we attend. In this event, you also agree to pay to us the cost of repairing locks and anything else damaged as a result.
  8. You agree that if we incur costs when calling on a prearranged visit because access is refused, or you are not in, you will pay to us the cost of the failed visit. If we have to take legal action to enforce the right of entry you also agree to pay to us the cost of that legal action.
  9. The Managing Agent is responsible for repairing and replacing the equipment they provide. You are responsible for repairing and maintaining your own equipment,

such as cookers or washing machines and any improvement you have put in yourself. You are also responsible for the repair and maintenance of any equipment left by previous tenants.

* 1. You must take reasonable steps to prevent your water pipes from freezing during the winter period if you intend to be away from your home for more than a couple of days. If you have central heating, you must leave it on at a low setting. Advice on this is available upon request.

**Insurance**

* 1. We will insure the structure of the Property but will not insure your household contents. You should insure your personal belongings.

1. **OUR RESPONSIBILITIES**

**Possession**

* 1. We will give you possession of your home at the commencement of the tenancy.
  2. We will not interrupt or interfere with your right to peacefully occupy your home except where access is required to inspect, maintain, repair or improve your home or any adjoining property, or where we are entitled to possession at the end of the tenancy.

**Regulation**

* 1. We are required to adhere to the guidance and regulation on managing housing which is issued by the Regulator of Social Housing in England from time to time. The regulatory framework for social housing applies to this tenancy. A copy of that framework can be given to you with this agreement upon request.

1. **YOUR RESPONSIBILITIES**

**Community Responsibilities**

* 1. You are responsible for the behaviour of every person (including children) visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home. References in this section of the Agreement to 'you' also apply to anyone visiting your home.
  2. We will not allow any sort of harassment, victimisation, annoyance or nuisance. Where appropriate, we will take action, within our powers and under our policies and procedures, to deal with these issues.
  3. You are also responsible for dealing with anti-social behaviour. We expect you to try and resolve disputes with your neighbours directly and to be tolerant of different lifestyles. You are encouraged to make use of mediation services where these are available. You should also consider whether it may be more appropriate to report

issues that you cannot resolve to other agencies such as the local authority environmental health department or the Police, with the support of the Managing Agent where required.

* 1. You must not cause or do anything likely to cause a nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include but are not exclusive to:

Loud music, shouting, arguing and door slamming, dog barking, animal fouling, offensive drunkenness, rubbish dumping, playing ball games close to someone else's home, putting graffiti on anything that belongs to us, interfering with any security or safety equipment in communal blocks.

* 1. You must not harass any other person on any grounds including on the grounds of their age, disability, race, religion or sex (including sexual orientation or gender re­ assignment).

Examples of harassment include but are not exclusive to:

Using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people.

* 1. You must not use abusive language or threatening behaviour towards members of our staff or anyone acting on our behalf or other residents. You must not use violence or threaten to use violence towards any of our staff and our representatives.
  2. You must not play; or allow to be played, any electronic equipment or to cause or allow any other form of noise so loud and/ or persistently that it causes a nuisance or annoyance to other persons living in, visiting, or otherwise engaging in a lawful activity in the locality of your home.
  3. You must not make false or malicious complaints about the behaviour of any other person.
  4. You must not engage in any illegal or immoral activity whether in your home, in any communal area or in the locality of your home. This includes but is not exclusive to; selling, supplying or using any illegal drugs, storing or handling stolen goods, or prostitution.
  5. You must not damage, deface or put graffiti on any of our property. You will have to pay for any repair or replacement.
  6. You must put all refuse in appropriate bin bags, and dispose of in the chutes, containers or communal bin areas used for this purpose; all rubbish that can be must be placed in appropriate bins. Other rubbish must be organised to be removed by you. You must not allow your property to become hoarded with excess rubbish and belongings and must comply with any requests by us to clear the same.
  7. You must not leave any rubbish other than in places designated for that purpose.
  8. You must not allow children to play in communal areas without supervision.
  9. You must not interfere with security and safety equipment in communal blocks - doors should not be wedged open.
  10. You must not leave anything in any communal area.
  11. You must not smoke in any enclosed communal area. This includes 'E-Cigarettes' and any other form of vaping device.
  12. You must comply with any house rules that apply to your home or to communal areas. A copy of the current house rules (if any) is attached to this Agreement at Schedule 4. House rules may be changed from time to time after consultation with all tenants affected by them, and any changes will be notified to you in writing.

**Using your home**

* 1. You must occupy your home as your only or principal home.
  2. You must not, either solely or jointly with any other person, own or rent any other residential property which it would be reasonable for you to live in as your home. If you do, we may terminate your tenancy in accordance with Clauses 7.2 and 7.4.
  3. You must not pass on your tenancy to anybody else.
  4. You must not sub-let or otherwise part with possession of all or any part of your home.
  5. You must not allow any other person to occupy your home.
  6. You must not use your home for any purpose other than as a private dwelling. You must not carry on a trade or business from your home without our prior written consent. We will require details of your business before we are able to offer our consent. We will not withhold our consent unreasonably but may do so, or withdraw any consent previously given, if in our opinion your trade or business has caused or will cause a nuisance or annoyance to other persons.
  7. You must inform the Managing Agent in writing and if possible, in advance, if you are or expect to be absent from your home for more than 2 days. If you are absent from your home for 28 days or more without prior agreement, you will be deemed to no longer occupy your home as your only or principal home, and we may take steps to end your tenancy in accordance with Clause 7.1.

**Health and Safety**

* 1. You must comply with health, safety and/or fire advice or regulations issued by us or by the Managing Agent and you must not engage in any conduct likely to endanger your own health and safety or that of any other person.
  2. You must not tamper with gas or electricity supplies, or with the meters, or with gas and electrical fittings such as a central heating boiler.
  3. You must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, landings). You must not store a battery-powered disabled or elderly person's tricycle or 4 wheeled vehicle in indoor communal areas (entrance halls, stairs, landings).
  4. You must not store any quantities of inflammable or toxic materials in your home beyond those reasonably required for normal domestic use.
  5. You must not use heaters, barbeques or any equipment that are supplied by bottled gas (except where permitted by us in an emergency) or use or store bottled gas if your home is part of a shared dwelling.

**Loo ngafterYourHome**

* 1. You (or anyone visiting you) must not cause damage or deterioration to your home, other than through fair wear and tear.
  2. You must keep your home and communal areas including any garden in a reasonable state so as not to be deemed as a Health and Safety or Environmental Health Hazard.
  3. You must not make any alteration or improvement to your home without prior agreement in writing from us or from the Managing Agent. If you make alterations or improvements without our permission, we may tell you to return the property to how it was before the alteration. If you don't do this work, we will do it and you must pay to us the cost of doing so.
  4. You must keep the floors covered with an appropriate floor covering and not lay any floor covering which allows the transmission of any sound, vibration or noise from your home or which is the cause of any nuisance to others.

**Looking after Your Garden**

* 1. You must keep any garden let to you as part of your tenancy in a tidy and cultivated condition and free of rubbish and other abandoned items. If we have to clear any rubbish, or perform any work to maintain the garden, you must pay to us the cost of doing so.
  2. You must not erect a shed, greenhouse, garage or any out building without our written permission.
  3. Except for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree that marks the boundaries of the Property without our written permission.
  4. You must maintain any trees, grassed areas, hedges and shrubs and not allow them to grow above a reasonable height or to obstruct any footpath. You must not cut down any trees in your garden without our prior written consent.

**Animals**

* 1. You must not keep any animal of any kind at the Property, or allow any animal to visit the Property, without prior written permission from the Managing Agent. If the animal is recommended or beneficial due to a medical condition we will give that due consideration upon receipt of medical proof from a suitably qualified practitioner.
  2. We may withdraw our consent and require you to rehome your pet if it becomes a nuisance or annoyance to other people living, working or visiting in the locality of the Property, or if the welfare of the animal is a concern, or if the keeping of the pet causes any hygiene or health and safety problems or if it is otherwise unsuitable. If we withdraw consent and you do not remove the animal or pet, then we may seek to do so with the appropriate authorities, or issue legal proceedings to make you

remove the animal or pet, or issue possession proceedings. If we incur costs in doing any of the above you must pay to us those costs.

**Vehicles**

* 1. There are no designated parking spaces for tenants or their visitors at the Property and you may not bring any vehicles onto the Property.

1. **YOUR RIGHTS**

**Tenant Involvement and Information**

* 1. You have a right to information from us about the terms of this tenancy; our repairing obligations; our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance.
  2. We or the Managing Agent will ask your views about any of our housing plans if they substantially affect you. For example, we will consult you about modernisation or improvement work that is planned for your home or your area.
  3. We or the Managing Agent will deal with your complaints efficiently and effectively in accordance with our respective written complaints procedures. If you are dissatisfied, you have the right to refer your complaint to the Housing Ombudsman.
  4. You have the right to join or start a tenants' group.

**Using your information**

* 1. We will comply with the Data Protection Act 1998. You have the right to see the information we have about you (in certain circumstances you will not be able to see everything - for example details about other tenants). You can get copies of the information but you may have to pay for it.
  2. By signing this Agreement you agree that we and the Managing Agent can pass personal information held by us between us and disclose it to third parties if it is reasonable for us to do so in the course of our business of providing social housing. With the exception of disclosures relating to your support needs, we will not disclose sensitive personal information (e.g. medical records) without your specific consent, or unless permitted to do so under the Data Protection Act.
  3. If you leave your home owing rent or any other money to us, you also agree that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

1. **ENDING THE TENANCY**

**By us**

* 1. If you stop occupying your home as your only or principal home, you will cease to be an Assured Shorthold tenant. This includes your death. We can then give you one month's notice in writing (a 'notice to quit') to end your tenancy.
  2. While you continue to be an Assured Shorthold tenant, we can end your tenancy by giving notice in writing under Section 21 of the Housing Act 1988 (this is called a Notice Requiring Possession) and then obtaining and enforcing a court order for possession. The court may not make an order for possession on this basis taking effect earlier than six months from the Start Date.
  3. We can give you notice under clause 7.2 for any reason, but may, for example, do so where;
     1. we consider following a review that the Property no longer provides appropriate accommodation for you or that you are ready to move on into other accommodation; or
     2. the level of services or support that is or can be provided to you is no longer required by, or no longer appropriate for, you; or
     3. you have failed to comply with or broken any of the terms of this Agreement; or
     4. you have failed to accept or refused to cooperate with the provision of support; or
     5. you have in our reasonable opinion refused to move to or properly engaged in finding alternative accommodation; or
     6. we consider that you have abandoned your home; or
     7. circumstances arise such that, in our reasonable opinion, the service of which your home forms a part is no longer viable.
  4. We may also give you notice under clause 7.2 in the event that we become aware that you, either solely or jointly with any other person, own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy.
  5. In addition, while you continue to be an Assured Shorthold tenant we can end your tenancy by giving you a Notice of Seeking Possession under Section 8 of the Housing Act 1988 specifying one or more of the Grounds listed in Schedule 2 to the Act (or any Grounds added to or amended by future legislation) and then obtaining and enforcing a court order for possession.
  6. If we serve a Notice of Seeking Possession, we will usually give you at least two weeks' notice. In cases involving anti-social behaviour, we can give you shorter notice and may start eviction proceedings immediately.

**By you**

* 1. You can end the tenancy by giving us at least four weeks' notice in writing ending on a Monday. We may at our discretion accept a shorter notice period or a notice ending on a different day, but are not obliged to do so.

**At the end of the Tenancy**

* 1. You must return your keys to the Managing Agent by 12 noon on the last day of your tenancy. If you bring your keys any later you will be charged the usual weekly full rent until the keys are returned (including the whole week's rent for the week in which they are returned) and/or our reasonable costs of a lock change.
  2. You must leave your home, the fixtures and fittings and any furnishings we have provided in good condition when you go. You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You must also compensate us for any rent loss resulting from the need for repairs.
  3. You must not leave anyone else living in your home when you move out.
  4. You must remove all personal possessions. If you leave any of your personal possessions behind, then you agree that we or the Managing Agent may dispose of them in any manner that we or they see fit and that we or they may retain any proceeds of sale or set them off against anything you owe. You must pay the cost of removing or storing any of your personal possessions.
  5. You must make sure your Total Weekly Rent and any other charges are paid up to the date the tenancy ends.

7.13 You must inform us of your new contact address at the end of the tenancy.

* 1. If the utility bills are in your name, you must tell us the name of your utility providers, and inform your utility and council tax providers of your move.
  2. If you are evicted, or abandon your home (leave without returning the keys) or still owe rent when you move out, or leave the property in a poor condition (and have not paid for repair or replacement) you will not be given another home by us in the future (unless there are very exceptional circumstances).

IT IS A TERM OF THIS TENANCY THAT YOU (OR ANYONE ACTING FOR YOU) HAVE NOT INDUCED US TO GRANT YOU THIS TENANCY BY KNOWINGLY OR RECKLESSLY MAKING FALSE STATEMENT TO US OR TO ANYONE ELSE.

I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS TENANCY AGREEMENT.

| Signed by the tenant |  | |
| --- | --- | --- |
| Tenant | Dated |  |
| Print name |  |  |

Signed on behalf of Paragon Asra Housing Limited

Officer Signature Dated

Officer Print name

SCHEDULE 1

Inventory

SCHEDULE 2

Aims of the Service and Length of Stay

Any covenants, conditions or obligations that apply to your home

SCHEDULE 3

Service charges

SCHEDULE 4

House Rules

**SCHEDULE 1**

**Inventory**

**(To be inserted by Agent)**

**SCHEDULE 2**

**Aim of service and expected length of stay**

* 1. The aim of the service is to promote your independence and enable you to move on to other accommodation.
  2. You would normally be expected to stay for a maximum of [insert length of stay]. After this time, and depending on the outcome of the regular reviews referred to below, we will

expect you to move on to other accommodation. If the aims described in clause 1.1 can be achieved in less than [insert length of stay], we will expect you to move on after a shorter

length of stay.

* 1. We will carry out regular reviews of your tenancy. These will include assessing whether your ongoing support needs are compatible with the service. We will use the reviews to discuss and decide your length of stay. You must cooperate with any review.

**Any covenants, conditions or obligations that apply to your home:**

[Insert list]

**SCHEDULE 3** - **Service charges**

**PROPERTY NAME:**

**DATE:**

**LIST OF SERVICES TO BE PROVIDED BY THE LANDLORD FOR WHICH THE TENANT SHALL PAY A SERVICE CHARGE**

## AGENT TO DELETE ITEMS WHICH ARE NOT SUPPLIED AND ADD ANY WHICH ARE NOT ON THE LIST

| **Services eligible for housing benefit** |
| --- |
| Fire equipment and testinq |
| Sprinkler equipment |
| Emerqency lightinq and testinq |
| Entryphone |
| Communal TV aerial |
| Legionnaires Risk Assessment and Prevention |
| Lift |
| Communal Repairs |
| Tree surgery |
| Fire Risk Assessment |
| Gardens and qrounds maintenance |
| Security liqhtinq |
| Window cleaninq |
| Cleaning of common parts |
| Refuse collection |
| Pest control |
| Carpets in individual rooms and communal areas |
| Furniture and furnishings in individual rooms and communal areas |
| Curtains in individual rooms and communal areas |
| Cookers and refrigerators |
| Washing machines/laundry equipment |
| Kitchen equipment/other equipment |
| Supply and servicing of specialist equipment |
| Linen and towels |
| Coin box telephone |
| Light bulbs in communal areas |
| Safety testing of electrical equipment supplied by Landlord/Managing Agent |
| CCTV |
| Cost of providing TV and TV licence for TV in communal lounge |
| Decoration of communal rooms |
| Heating and hot water to communal areas |
| Light and power to communal areas |
| Water charges allocated to communal areas |
| Contents insurance |
| Playground equipment |
|  |
| **Services which are not eligible for housing benefit** |
| Heating and hot water to individual room |
| Light and power to individual room |
| Water charges allocated to individual room |
| Food/meals |

**SCHEDULE 4**

**House Rules (Agent to insert)**



**SCHEDULE 5 AGENT'S SELECTION AND ALLOCATION POLICY**

**SCHEDULE 6**

**MAINTENANCE PROCEDURES**

1. Subject to the provisions of table 2 of this Schedule, PA Housing is responsible for carrying out repairs and maintenance at the Property, but has delegated this responsibility to its Maintenance Partner. PA Housing is responsible for placing orders for repairs with PA Housing's Maintenance Partner, monitoring the repairs contract, and ensuring that PA Housing's maintenance targets are met. For information on the procedure for reporting a repair, please see Appendix 1 - Reporting a Repair.
2. PA Housing's Maintenance Partner shall carry out any day to day maintenance works and void works which PA Housing are responsible for under the terms of this contract with all reasonable dispatch on being notified of the need for such works and to a suitable standard. PA Housing shall be responsible for explaining to the Agent the cause of any delays which occur and which prevent the repair being attended to in accordance with PA Housing's target timescale.
3. PA Housing's Maintenance Partner shall carry out major repairs to the Property subject to the availability of funding for such works. PA Housing shall have absolute discretion as to the definition of which works fall into the category of major repairs and whether to carry out such repairs, provided always that this discretion shall not, subject to the availability of funding for such works, result in necessary repairs being unreasonably withheld or delayed.
4. PA Housing will not normally carry out or contribute towards the costs of improvements but may do so where these are required in order to comply with any of PA Housing's responsibilities as set out in this contract or in order to comply with any regulatory or legislative requirements in relation to the provision of PA Housing's Housing Management Services. PA Housing shall have absolute discretion as to the definition of which works fall into the category of improvements, provided always that this discretion shall not result in necessary repairs being unreasonably withheld or delayed. Where the Agent wishes to undertake alterations or improvements to the Property, it must complete a request form and obtain PA Housing's written approval before beginning any works. Approval will be subject to reasonable conditions and requirements.
5. When the Agent discovers the need for a repair it should report this as soon as possible, as directed in Appendix 1.

PA Housing's timescale for completing repairs depends on how urgent they are considered to be. When the Agent reports a repair need, it will be informed of the timescale as to when the work should be completed. PA Housing's classification of repair priorities is laid out in Table 1.

1. Some repairs do not fall into any of the above categories, normally because they are large and complex and will take much longer than 28 days to complete. They are usually put in a programme with other major repairs to be completed in the future. In this instance, the Agent will be told the timescale as soon as one is known.
2. The Agent is responsible for carrying out the repairs detailed in Table 2.

**TABLE 1-WORK ORDER PRIORITIES AND CATEGORIES**

| EMERGENCY 24 hrs (time starts from receipt of order and includes out of normal working. hours, weekends and Public Holidays etc) | |
| --- | --- |
| Total loss of electrical power | Tap which cannot be turned off |
| Unsafe power, lighting socket or electrical fittinq (for which PA Housinq is responsible) | Leaking from water or heating pipe, tank or cistern |
| Defective smoke detectors (those installed by PA HousinQ) | Burst water pipe within the dwelling, internal communal areas |
| All communal lighting not working | Insecure external, easily accessible ground floor window |
| Blocked flue to open fire or boiler | Insecure door or lock. Door that is jammed |
| Total loss of space/central heating or water heating between 31.10 - 1.5 | Loose or detached banister or hand rail in communal parts |
| Total loss of water heating  between 1.5 - 31.10 | Removal of racist and offensive graffiti |
| Blocked or leaking foul drain, soil stack  or (where there is no other working toilet in the dwelling house) toilet pan | Boarding up for re-glazing |

| NON URGENT (21 calendar days)  Target includes time taken to pre-inspect if applicable. | |
| --- | --- |
|
| Defects that can be deferred without serious discomfort, inconvenience or nuisance to the tenant or a third party, or long term deterioration of the building, and can await the next convenient maintenance visit. | General journey repairs |
| Repairs to external walls, fences and paths |
| Repairs ir clearing of gutters and down pipes |
| Repairs to door, windows and floors |
| Repairs to walls, brickwork and slates or tiles |  |
| Repairs to kitchen fittings |  |
| Dripping or leaking taps or shower units |  |
| Loose or detached banister or hand rail in individuals’ flats, houses |  |
| Partial loss of electrical power |  |
| Roof leak |  |
| Minor plumbing leaks or defects |  |
| Partial communal lighting not working |  |
| Partial loss of water supply |  |
| Easing doors and windows |  |
| Graffiti removal |  |
| Wall cupboards loose |  |
| Partial loss of space/central heating or water heating between 31.10 - 1.5 |  |
| Total or partial loss of space heating between 1.5 31.10 |  |
| VOIDS (5 calendar days) | VOIDS (10 calendar days) |
|
| work includes production of all certificates, lock changes, property clean and clearance of minor repairs e.g. replace silicone, change wc seat, replace shower hose and head, denial and fill e/a ironmongery. | includes all work required to bring property to lettable standard but excludes fitting of kitchen, bathroom, electrical rewire or removal of noticeable asbestos. |
| VOIDS (21 calendar days) | |
|
| includes all work required to bring property to lettable standard including fitting of kitchen, bathroom, electrical rewire, removal of notifiable asbestos and similar work. | |
| PLANNED | |
|
| All planned and capital works as defined before April of the new financial year. The programme can be altered or increased during the year.  Planned works mean works identified that are not reactive works that are placed on a programme, e.g. rebuilding walls, structural repairs, damp proofing, fire detection systems, insulation works etc. | |
| CYCLICAL  Includes all programmed internal and external decorations | |
|
| External decorations on a 7 year cycle, if required following inspection. | |

"

**TABLE 2 AGENT'S MAINTENANCE RESPONSIBILITIES**

The agent is responsible for carrying out minor repairs and maintenance which includes but is not limited to the following:

* Changing light bulbs, fluorescent tubes and fuses
* Replacing keys or locks when residents have lost their keys.
* TV aerials (except for communal aerials provided by PA Housing)
* Washing lines or rotary driers
* Replacing broken toilet seats
* Renewing sealant around baths, basins and sinks and replacing plugs and chains
* Supplying and fixing hot-water cylinder jackets.
* Unblocking sinks, wastes and drains blocked by anything other than what would normally be flushed or emptied down them
* Unblocking toilets
* Renewing or repairing door handles
* Letter boxes, door knockers and doorbells
* Filling and repairing minor cracks inside the property
* Repairing squeaking floorboards
* Draught proofing
* Sweeping chimneys
* Bleeding radiators
* Fitting extra security
* Toilet roll holders, towel rails, coat hooks, shelves, pelmets and curtain fittings
* Battery operated domestic smoke alarms
* Testing all electrical appliances (apart from appliances owned by residents and kept within self-contained accommodation).
* Repairing and replacing white goods including laundry equipment, fridges, freezers, dishwashers, cookers, hobs and microwave ovens.
* Descaling baths, showers, showerheads etc.
* Regular maintenance of drain gulleys eg clearing leaves
* Replacing dustbins
* Keeping communal areas clean
* Maintaining garden and grounds
* Play equipment servicing and repairs
* Maintaining/replacing CCTV and other security systems
* Cleaning extractor fans
* Cleaning and replacing extractor filters for cookers
* Furniture, furnishings and curtains
* Replacing fixed mirrors and bathroom cabinets
* Carpets and floor coverings, except kitchen and bathroom floor coverings
* Pest control
* Insulation of external tap
* Re-washering of taps
* Bleeding central heating radiators, adjustment to time and temperature controls The agent is also responsible for the following:
* Insuring the contents of the property apart from contents owned by Occupants.
* Replacing or repairing items installed or fitted by the agent
* Keeping the inside of the property well decorated and in good condition
  + Make good any damage carry out repairs and take appropriate action against the perpetrators of damage or neglect in accordance with the provisions of clause 15.5.14 of this contract.
  + Fitting appliances (for example, cookers and washing machines) and repairing damage caused as a result of leaks from residents' washing machines, showers and so on
  + Using power breakers for electrical tools, lawnmowers and hedge trimmers
  + Clearing rubbish from the Property or garden
  + Replacing broken glass in doors and windows
  + Replacing broken window locks and window restrictors where these have been deliberately damaged.
  + Adapting doors when carpets are fitted
  + Moving kitchen units and adapting work surfaces to fit larger appliances {for example, freezers)
  + Garden sheds
  + Cleaning windows

NB: The Agent is expected to organise and pay for these works itself, apart from in exceptional circumstances where PA Housing may agree to arrange for its Maintenance Partner to undertake the work. All costs, including administration charges, will be recharged to the Agent where PA Housing's Maintenance Partner is used to carry out works that are the Agent's responsibility.

**SCHEDULE 7**

**AGENT'S COMPLAINTS POLICY AND PROCEDURES**

**SCHEDULE 8 AGENT'S EVICTION POLICY AND PROCEDURES**

**APPENDIX 1 REPORTING A REPAIR**

1. When the Agent discovers the need for a repair, it should first check that the repair is not listed as the Agent's responsibility in Schedule 6, Table 2.
2. If the repair is not listed, the Agent should contact the PA Housing Repairs Services Team as soon as possible. The PA Housing Repairs Services Team is responsible for logging all repair requests for PA Housing, and liaising with PA Housing's Maintenance Partner.
3. The repair can be reported by either:
   1. e-mailing [repairs@pahousing.co.uk](mailto:repairs@pahousing.co.uk) using the format supplied by PA Housing or
   2. telephoning the PA Housing Repairs Services Team on 0300 123 2221 - Option 1 - between the hours of 9am and 5pm Monday to Friday (excluding bank holidays) stating the address, a contact name and telephone number, details of the repair (what and where the problem is, what needs to be repaired or replaced and what is causing the problem) and preferred appointment times.
4. If an emergency repair is needed at a weekend, on a bank holiday or between 5pm and 9am Monday to Friday, the Agent should telephone the out-of-hours service on

0300 123 2221 giving the same information as above. Please note this service should only be used where health and safety is at risk or the structure of the building is likely to be damaged..

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