**Request for Quote for Managing Agent Services for Rushmoor Homes Ltd**

**Date Request for Quote Issued: 24 June 2020**

**Return Date: 12:00 (noon)on 24 July 2020**

**Request for Quote for Managing Agent Services for Rushmoor Homes Ltd**

**1.0 Instructions to Suppliers**

1.1 Please return your quotation via the South East Business Portal.

1.2 If there appears to be an error or omission in a quotation Rushmoor Homes shall invite the Supplier to confirm the price as submitted, including errors/omissions, or amend to correct these errors/omissions by:

(a) providing the Supplier with written details of the errors/omissions and affording them the opportunity to confirm their offer or amend to correct genuine errors/omissions; and

(b) if the Supplier amends the tender to correct genuine errors/omissions, the price should be revised (corrected). This can involve amendment of rates.

All amendments or confirmation of tender must be confirmed in writing by the Supplier.

1.3 Rushmoor Homes reserves the right to disregard any quotation where:

(a) in the opinion of Rushmoor Homes, there is sufficient doubt as to the Supplier’s ability to perform the contract for the submitted price; or

(b) it does not fulfil a mandatory or pass/fail requirement; or

(c) it contains qualifications that conflict with the Request for Quotation instructions.

**2.0 The Brief**

2.1 This brief has been prepared by Rushmoor Homes Ltd (RHL) to obtain tenders from suitably qualified managing agents to provide a tenancy and property management service. RHL wishes to receive tenders for a three-year contract for a small portfolio of residential properties.

2.2 RHL has aspirations to be the best landlord in the borough and wishes to appoint a managing agent that can help realise this ambition. A more expansive list of company objectives is set out below

* to take a transfer of existing residential properties owned and let by the Rushmoor Borough Council;
* to develop/acquire property to assemble a residential property portfolio that may contain a range of tenures;
* provide quality homes for rent in the private rented market to meet housing need and create a revenue stream providing a return on investment to its shareholder (the Council);
* to remain financially viable and commercially sustainable;
* to assist the Council in meeting requirements for affordable housing and temporary accommodation where a company is the best means of achieving the required outcomes;
* to provide an efficient landlord service including housing management and maintenance;
* to maintain its properties to a standard that meets tenant’s reasonable expectations; protects shareholder reputation and shareholder investment in the company; and
* create saleable, realisable assets should the generation of capital receipts become a priority for its shareholder.

**3.0 The properties**

3.1 RHL expects, during the three years of the contract, to purchase a portfolio of property comprising 8 sites and 4 existing properties from Rushmoor Borough Council. RHL intends to develop this portfolio for private market rent. Initially there will be just two properties for which managing agent services will be required. These are at 12 Arthur Street (3 x 2 bed flats) and 154 Ship Lane (1 x 3 bed house – the former cemetery lodge). It is expected that this will increase over the contract period resulting in a portfolio of up to 52 residential properties for private market rent. Further details can be found in Appendix One. The Company, in consultation with the Council, can consider further opportunities beyond the initial portfolio and subject to the Council agreeing a revised Business Plan could pursue them.

**4.0 Policies**

4.1 RHL has a set of policies that establishes the framework within which the managing agent will be operating. RHL expects these policies to evolve over time and comments are required from prospective managing agents on the policies. See section 7.0 below. Copies of the first versions of the policies are attached in Appendix Two

5.0 **Qualifying Criteria**

5.1 Managing agents considering tendering must meet the following Qualifying Criteria

* they must be accredited with one of the following bodies ARLA, Propertymark, Safeagent, RICS or UKALA and
* must be members of a government approved redress scheme and a client money protection scheme.

**6.0 Essential Requirements**

6.1 RHL is interested in bids from managing agents

* with in-depth knowledge and experience of the local rental housing market
* able to demonstrate both the capability and capacity to manage the scale of portfolio or larger as set out above.
* able to demonstrate a high level of performance and standard of service including swift response times to queries or requests from RHL
* able to demonstrate sound information governance

**7.0 Advice for tenderers**

**7.1 Tenderers are asked to demonstrate that they can meet the qualifying criteria and the essential requirements**

**7.2 Tenderers are asked to supply information on how they would provide the services set out in section 8.0, detailing the issues they would consider and the tasks they would undertake to meet RHL’s requirements. This list of services is not intended to be an exhaustive list of all services to be carried out and tenderers should be mindful of RHL’s policies and its objectives as set out in paragraph 1.0 above, and include any services they think will assist in meeting these objectives.**

**7.3 For each aspect of the services listed below tenderers should provide evidence of their experience and performance.**

**7.4 Explanatory notes are in italics.**

**8.0 Services Required of the Managing Agent**

|  |
| --- |
| **Services** |
| **8.1.0 Advice** |
| 8.1.1 Provide up to date rental and lettings advice for RHL on its existing portfolio and advice on the lettability and potential rental values for proposed acquisitions and developments.  8.1.2 Alert RHL to opportunities for purchasing sites or properties.  8.1.3 Assist RHL with development of its housing management policies and procedures.  8.1.4 For each letting to provide a lettings appraisal advising RHL on all issues that will need to be considered before letting including an open market rental value together with advice on the checks required to make the property ready for letting e.g. gas safety checks, electrical checks etc. |
| **8.2.0 Finding tenants** |
| 8.2.1 For each letting, find tenants in the most effective way, ensuring voids are  minimised.  8.2.2 Make sure RHL’s properties are let in line with its occupancy guide in  Appendix two of its Lettings Policy.  *Please provide examples of marketing material* |
| **8.3.0 Checking Potential Tenants** |
| 8.3.1 Secure good quality tenants by carrying out checks to make sure tenants can pay their rent and will look after the property.  *RHL has a set of pre tenancy checks and affordability criteria in Appendix two of its Lettings Policy. Tenderers should confirm that they can comply with these and are asked to comment on the impact these will have on the pool of available tenants.*  8.3.3 Put in place measures through which potential tenants without a credit record or first time tenants may be able to secure a tenancy |
| **8.4.0 Lettings** |
| 8.4.1 Sign up tenants to a standard form of tenancy agreed with RHL.  8.4.2 Notify utilities companies and Council Tax to prevent liability falling to  RHL  8.4.3 Make sure there is an adequate record of the condition of the property and any contents at the point of letting.  . |
| **8.5.0 Rent demand, collection and arrears recovery** |
| 8.5.1 Provide a service that makes sure rent demands are sent promptly and tenants can pay easily.  8.5.2 Meet the following targets   * 95% of rents due being paid by 7 days after the rent payment date, and . * in any quarter 98% of rents are paid   8.5.3 Monitor rent accounts and in the case of arrears, notify RHL and pursue arrears in accordance with RHL’s rent arrears policy  8.5.4 Former tenant debts should be no more than 0.25% of total rent roll  8.5.5 Secure annual rent increases of CPI +1% where tenancies are running as periodic tenancies or where tenancies are over 12 months in length |
| **8.6.0 Management of Properties and Repairs** |
| **Management**  8.6.1 Manage keys and keep them secure  8.6.2 Manage deposits  8.6.3 Carry out a visit to the property within 6 weeks of letting, on the anniversary of this first inspection (if the tenancy runs for more than one year) and 6 weeks before the end of the tenancy  8.6.4 Respond to incidents of ASB in accordance with RHL’s ASB Policy  8.6.6 Where required by RHL arrange to check communal areas and provide a cleaning service to ensure a high standard is maintained |
| **Repairs**  8.6.7 Offer a repairs service for RHL with a repairs reporting system for tenants and an out of hours service.  8.6.8 Make sure repairs are of high quality and “right first time” and that tenants can easily make appointments.  8.6.9 RHL will require repairs to be prioritised as set out in its Repairs and Maintenance Policy and in the table below   |  |  |  | | --- | --- | --- | | **Priority/Category** | **Timescale** | **Examples** | | **1. Immediate**  Repairs needed to prevent injury to the tenant or members of the public | To be completed in 8 hours | Structural wall damaged  Water in contact with electrics  Potential ceiling collapse | | **2**. **Emergency**  Repairs needed to prevent significant inconvenience to the tenant and prevent further damage to the property | To be completed in 24 hours | Failure of heating and hot water in the winter months  Failure of lighting or electrical sockets  Burst pipes, major leaks, blocked drains, blocked WC, ceiling collapse | | **3**. **Urgent**  Repairs needed to prevent discomfort or inconvenience to the tenant | To be completed within 7 calendar days | Loss of heating in one or two rooms in the winter months, minor water leaks, faulty electrical switches or sockets | | **4**. **Routine**  Repairs that can wait because they are only causing slight inconvenience | To be completed at a time agreed between the landlord or its managing agent and the tenant | Minor problems with toilets, sinks, baths, doors or windows sticking, plaster repairs. | |
| **8.7.0 Tenancy Renewals** |
| *RHL will offer tenancies of 6 months in the first instance. If tenancies are conducted satisfactorily RHL will offer a 12 month tenancy. If this tenancy is conducted satisfactorily RHL will be prepared to offer a tenancy term of up to five years with annual rent increases [based on CPI +1%].*  8.7.1 Monitor expiry dates of tenancies and deal with tenancy renewals.  8.7.2 Provide reports on the conduct of tenancies in order that RHL can determine the length of tenancy to be offered on renewal.  8.7.3 For each new tenancy term, carry out an open market rental valuation to re set the rent to a market rent. |
| **8.8.0 End of Tenancy** |
| 8.8.1 Prepare a statement showing the sum needed to clear the tenant’s rent account at the end of the tenancy.  8.8.2 Serve notice as instructed.  8.8.3 Carry out inspections and negotiate any deductions from deposits.  8.8.4 Advise RHL on any works/cleaning required to meet the required letting standard before reletting  8.8.5 Carry out an open market rental valuation to reset the rent to a market rent. |
|  |

**9.0 Fees and charges for services and repairs**

**Fee for services**

9.1 RHL expects to pay a global fee for these management services expressed as a percentage of the gross rents. This should be clearly set out in the tenderers’ response to this brief. The fee will be paid monthly at the end of each calendar month

**Charges for repairs**

9.2 Tenderers must set out the average cost of a selection of the most common repairs and any variation in cost arising from categorisation as immediate, emergency, urgent or routine together with information on the following

* How contractors are engaged to carry out works of different value
* the number of quotes sought for works and at what values
* How value for money is assured for lower value or emergency or urgent works where quotations are not sought
* Whether contractors are paid a retainer fee and if so how much
* Whether contractors pay to be on a retained contractor list and if so how much

9.3 Tenderers should also provide a list of contractors who might be expected to carry out work on RHL’s portfolio.

9.4 Charges for repairs will be invoiced at the end of the month and will be paid within 30 days.

**Charges for Cleaning**

9.4 Tenderers should set out proposals for delivery of cleaning to communal areas where required and how value for money will be assured. A schedule of cleaning services should be provided where appropriate.

**10.0 Additional responses required**

10.1 In addition to responses on the services required, tenderers are asked to prepare responses on two further issues

10.1.1 RHL has aspirations for its housing company to be the best landlord in the borough. Please indicate what policies/practices it should follow to help it reach this goal.

10.1.2 A set of policies has been prepared for RHL. Please could you review these and identify any provisions that in your view would be onerous to operate and/or add to costs without achieving significant benefit, or would limit the number of tenants who could rent its properties so that voids would be higher than expected.

Please also recommend any issues you think would be important for RHL to cover in its policies that are not already included.

**11.0 References**

Please provide references from two landlords for whom you manage properties

**12.0 CVs**

Tenderers should provide CVs of the principal members of staff who would work on this contract.

**13.0 Decision Matrix – Quality and Price**

RHL will score submissions on quality (50%) and price (50%). Tenderers must meet qualifying criteria in order for their tender submissions to be considered and scored.

|  |  |  |
| --- | --- | --- |
| **Qualifying Criteria** | TICK |  |
| Accreditations |  |  |
| **Essential Requirements: Experience, Capacity, Capability and Performance** |  | 40% |
| Responses detail how they would provide the services detailing the issues they would consider and tasks they would undertake, supported by details of their experience and performance |  |  |
| Demonstration of in depth knowledge and experience of the local rental housing market. |  |
| Able to demonstrate both the capability and capacity to manage the scale of portfolio or larger set out above. |  |
| Able to demonstrate a high level of performance and standard of service |  |
| **References** |  |
| **CVs** |  |

|  |  |  |
| --- | --- | --- |
| **Fees and Charges** |  | 50% |
| Fee for services based on a percentage of gross rent |  |  |
| Charges for repairs and supporting information |  |
| **Additional Responses Required** |  | 10% |
| What policies and practices will help RHL be the best landlord in the Borough? |  |  |
| Review of cost / benefit of RHL policies and recommendations for further issues to be considered in RHL policies |  |

Each of the quality sections within this submission will be scored using the scoring definitions to help evaluate quotes.

|  |  |
| --- | --- |
| Exceptional demonstration by the supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 5 – Excellent |
| Good demonstration by the supplier of therelevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 4 - Good |
| Satisfactory demonstration by the supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 3 - Satisfactory |
| Contains minor shortcomings in the demonstration by the supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate and/or is inconsistent or in conflict with other proposals with little or no evidence to support the response. | 2 – Minor Reservations |

…………/continued

|  |  |
| --- | --- |
| Satisfies the requirement but with considerable reservations of the supplier’s relevant ability, understanding, skills, facilities and quality measures required to provide the services, with little or no evidence to support the response. | 1 – Serious Reservations Submissions which receive a ‘1 – serious reservations’ will not be considered further |
| No response or irrelevant response  provided. | 0 – no score – Fail Submissions that ‘Fail’ will not be considered further |

**13.0 RHL’s standard contract terms and conditions**

The contract for the services will be on terms agreed between RHL and its selected contractor and will include RHL’s standard terms of contract in substantially the same form as those in the contract template attached at Appendix Three.

**Appendices**

1. Indicative programme
2. Policies
3. Rushmoor Homes Ltd form of contract

Appendix One

Indicative Programme

|  |  |  |  |
| --- | --- | --- | --- |
| Scheme | Existing property/  New Build | Number and type of units | Est. date available for letting |
| Financial year 2020/21 | | | |
| Arthur St, Aldershot | EP | 1 x 2b flat  2 x 1.5b flat | August 2020 |
| Ship Lane, Farnborough | EP | 1 x 3b hse | August 2020 |
| Financial year 2021/2022 | | | |
| Arthur Street, Aldershot | NB | 1 x 1b flat  2 x 2b flat | June 2021 |
| Victoria Road, Aldershot | NB | 2 x 2b flat | June 2021 |
| Churchill Crescent, Farnborough | NB | 2 x 1b flat  6 x 2b flat | Sept 2021 |
| High Street, Aldershot | NB | 6 x 2b flat | Sept 2021 |
| Redan Road, Aldershot | NB | 6 x 2b flat | Jan 2022 |
| Pool Road, Aldershot | NB | 6 x 2b flat | Jan 2022 |
| Financial year 2022/2023 | | | |
| St Georges Road, Aldershot | NB | 1 x 2b hse | April 2022 |
| Fleet Road, Farnborough | NB | 6 x 2b flat | April 2022 |
| Union Street, Farnborough | NB | 8 x 2b flat | July 2022 |
| Wellington Street, Aldershot | EP | 2 x 2b flat | Jan 2023 |

Appendix Two

**Policies**

1. Rent policy
2. Rent arrears policy and procedures
3. Former tenant arrears policy and procedures
4. Lettings policy and procedures
5. Repairs and maintenance procedures
6. Anti-social behaviour policy and procedures

1.

**Rushmoor Homes Limited**

**Rent Policy**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Policy | Version | Board Approved | Review Date | Last Review Completed |
| Rent Policy | 1 | 10/06/19 | July 2020 |  |

**1.0 Introduction**

1.1 Rushmoor Homes Limited (RHL) is a wholly owned company limited by shares. Its sole shareholder is Rushmoor Borough Council. The purpose of the company is to let homes to local people for private market rent. This policy sets out RHL’s policy on rent setting, rent rent reviews and rent payments.

**2.0 Calculation of rent**

2.1 The rents for private market homes will be based on a market rent for homes of similar type and in similar location.

2.2 Rental valuations will be carried out on behalf of RHL by its Managing Agent. From time to time RHL may commission a rental valuation carried out by valuers who are members of the RICS using an RICS recognised method of valuation to benchmark the rental values achieved.

2.3 A valuation will be carried out on change of tenant except where this occurs within 6 months of a previous valuation.

2.4 The rents will be inclusive of service charges.

2.5 The rent does not include outgoings such as gas electricity water and sewage charges, TV licence, telephone line rental, broadband, Council Tax.

**3.0 Rent reviews**

3.1 In the event that a tenancy runs for more than one year, RHL will increase the rent by CPI + 1% on the anniversary of the commencement of the tenancy. The CPI rate used will be the rate prevailing in the month prior to the anniversary of the start of the tenancy.

3.2 RHL will give at least 28 day’s notice of a rent review but not longer than 90 days

**4.0 Rent payments**

4.1 Rents will be paid monthly in advance by direct debit

4.2 The first payment will be made on commencement of the tenancy, being a proportion of the monthly rent calculated by reference to the start date of the tenancy and the end of the calendar month. Further payments will be made on first day of each month beginning on the first day of the month following the month in which the tenancy started.

**5.0 Other payments**

5.1 One month’s rent in advance is required

5.2 A deposit of one month’s rent is required against damage to the property and this will be held in an accredited, government backed deposit scheme.

**6.0 Guarantors**

6.1 If appropriate and on a case by case basis a guarantor may be required for

* + Tenants with a poor or zero credit history in the U.K.
  + Students or tenants renting for the first time
  + Someone who has moved to the UK from overseas

Guarantors will need to have a good credit history and income or savings. A guarantor agreement will be completed.

**7.0 Arrears**

7.1 Rent arrears are covered in Rushmoor Homes Ltd Arrears Policy and Procedures.

**2. Rushmoor Homes Limited**

**Rent Arrears Policy and Procedures**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Policy | Version | Board approved | Review Date | Last review completed |
| Rent Arrears Policy | 1 | 19/09/19 | September 2020 |  |

**1.0 Introduction**

The purpose of this policy is to set out Rushmoor Homes Ltd’s approach to arrears management

The aims of this policy are:

* to make sure that every tenant is dealt with fairly and equally
* maximise collection of rent and minimise arrears

**2.0 General Provisions**

2.1 Rushmoor Homes Ltd (RHL) will procure a managing agent to deal with lettings, rent collection and arrears management. The agent will be engaged to follow the general provisions and procedures set out in this document.

2.1 RHL’s agent (the Agent) will complete an affordability check before any offer of accommodation is made to satisfy itself that the prospective tenant is able to pay their rent

2.2 The Agent will provide RHL’s Rent Policy and Rent Arrears Policy to all tenants at sign up. The importance of paying rent will be emphasised with an explanation of the consequences of getting into arrears.

2.3 Rent accounts will be monitored weekly to identify non-payment of rent. Tenants will be advised at the earliest opportunity that they are in arrears.

2.4 In seeking to recover rent arrears, the Agent may arrange contact through e mails, text messages, letters, home visits and office appointments, however, telephone contact will be the primary means of communication.

2.5 The Agent will signpost tenants to debt advice and support services if there is early indication of difficulty with rent payments.

2.6 The Agent will be required to make sure 95% of rents due are paid by day seven following the rent payment date and that in any quarter 98% of rents are paid.

**3.0 Arrears recovery procedure**

3.1 The Agent will follow RHL’s arrears recovery procedure as set out in appendix one.

3.2 Throughout the operation of the arrears recovery procedure the Agent will actively seek contact with the tenant to arrange payment of the arrears and to discuss any issues that are affecting the tenant’s ability to pay their rent.

3.3 Rushmoor Homes will use its ability to rely on mandatory grounds for possession under the provisions of either s8 or s21 of Housing Act 1988.

**4.0 Joint tenancies**

4.1 All parties in a joint tenancy are jointly and severally responsible for any rent arrears. In dealing with joint tenancies the Agent will make sure:

* All correspondence is addressed to both parties.
* Both parties sign any agreements relating to rent payments
* All parties are named in any notices.

**5.0 Repayment agreements**

5.1 Where tenants are in contact with the Agent about their arrears, the Agent will seek to reach a realistic repayment agreement, to be agreed with RHL, that allows tenants to repay their arrears promptly and successfully. Tenants will be made aware of the consequences of not reaching or maintaining a repayment agreement.

**6.0 Money judgements**

6.1 Rushmoor Homes will consider use of money judgements for static or low level arrears and may pursue an attachment of earnings or other enforcement action.

**7.0 Former Tenant Arrears**

7.1 This is covered by the Former Tenant Arrears policy.

SJR 17/09/2019

Appendix One

**Rent Arrears Recovery Procedure**

This procedure is to be followed by RHL staff and its Agent when dealing with rent arrears**.**

1. In the event of non payment of rent, every effort will be made to contact the tenant by telephone and by other means, to collect payment and discuss any particular issues affecting the tenant’s ability to pay their rent.
2. A record of the contacts attempted will be kept in the form set out in appendix Two.
3. If no payment has been made within 7 days of the rent payment date a first arrears letter will be sent (the 7 day letter). This will request immediate payment and contact with the agent and will set out the consequences of not paying rent.
4. The arrears will continue to be chased by telephone and other means of communication and recorded.
5. If by the 14th day from the rent payment date, and 7 days following the 7 day letter, no payment has been made, a visit will be made to the property.
6. The arrears will continue to be chased by telephone and means of communication and recorded.
7. If by day 21, (14 days from the day the 7 day letter was sent) payment has not been received a 21 day letter will be sent. This will advise the tenant of RHL’s intention to commence possession proceedings.
8. The arrears will continue to be chased by telephone and other means of communication and recorded.
9. On day 28 from the rent payment date, the operating officer of RHL will confirm whether a s8 notice or a s21 notice should be issued. The operating officer will consider payment history; whether the tenant has any vulnerabilities that need to be addressed; whether the tenant has been complying with a repayment plan; and will consult with RBC Housing Options Team to make sure that the tenant is provided with advice on their housing options.
10. Before issuing a s8 notice, it must be confirmed that the tenant is 8 weeks or 2 months in arrears.
11. Within 7 days of the RHL operating officer’s decision, provided the conditions in 8 above are satisfied, notices will be served.
12. The arrears will continue to be chased by telephone and other means of communication

and recorded.

1. If the tenant doesn’t make contact or make payment following service of the notice RHL will begin possession proceedings.
2. During the period prior to any court hearing efforts will continue to be made to contact the tenant and achieve payment. If appropriate and with the agreement of RHL agreements to discharge the arrears may be made.

Appendix Two

Form of Tenant Arrears Recovery Record

Name of Tenant

Address of Property

Rent payment date

|  |  |  |
| --- | --- | --- |
| Date | Method of contact (including tel. no and/e mail address used | Outcome |
|  |  |  |
|  |  |  |

**3.**

**Rushmoor Homes**

**Former Tenant Arrears Policy and Procedures**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Policy** | **Version** | **Board Approval** | **Review Date** | **Last review completed** |
| Former Tenant Arrears Policy | 1.0 | 09/12/19 | December 2020 |  |

1.0 **Policy**

1.1 This policy sets out Rushmoor Homes Ltd’s approach to recovery of former tenant arrears.

1.2 Rushmoor Homes Ltd (RHL) will:

1.2.1 maximise recovery of arrears outstanding when a tenant of Rushmoor Homes terminates a tenancy

1.2.2 make sure recovery is cost effective – i.e. the cost of recovery is less than the amount to be recovered.

1.2.3 only write off unrecoverable debts according to good accounting practice.

1.3 RHL may use its managing agent to collect former tenant arrears.

1.4 RHL’s target for former tenant arrears is that they should be no more than 0.25% of the rent roll.

1.5 RHL will, or will require its managing agent to use a range of enforcement actions against former tenants if they fail to pay the debt or adhere to a payment plan. These will include but not be confined to:

* + Making a money claim to the county court either on line or using the required paper forms
  + Asking the court to enforce the judgement by
    - Warrant of control (bailiffs)
    - Attachment of earnings order
    - Third party debt order
    - Charging order
  + Using a tracing agency
  + Using a debt collection agency

The decision about which enforcement method will be based on the amount of the debt the time the debt has been outstanding and the costs of recovery.

2.0 **Procedures**

2.1 Where a tenant gives notice to terminate RHL’s managing agent will calculate the sum needed to clear the tenant’s rent account at the tenancy end date.

2.2 If the tenant is unable to clear their tenant account the managing agent may, subject to checking the tenant’s financial circumstances, agree a payment plan with the tenant.

2.3 Outstanding debts will be pursued with former tenants where their address or other contact details are known using letter, telephone, text message or email.

2.4 A record of the contacts attempted will be kept in the form set out in appendix one.

2.5 Once the tenancy has terminated the following actions will be taken according to the level of debt and whether a forwarding address is known

2.5.1 Where the forwarding address / contact details are known

Debts below £250

Within the first week following the tenancy end date the managing agent will attempt to contact the former tenant by phone, text or email.

If payment is not received within two weeks a letter will be sent in the form in appendix two (letter 1). If no payment is received within two weeks or the debt is disputed the debt will be written off as unrecoverable.

Debts between £250 and £1,000

Within the first week following the tenancy end date the managing agent will attempt to contact the former tenant by phone, text or email. If payment is not received within two weeks a letter will be sent in the form in appendix two (letter 2) advising that Rushmoor Homes will take enforcement action and advising the former tenant of the risk court action and of incurring court costs. If no payment is received within one week a county court claim will be made.

Debts over £1,000

Within the first week following the tenancy end date the managing agent will attempt to contact the former tenant by phone, text or email. If payment is not received in this first week the case may be referred to a debt collection agency. If payment is not received within two weeks a letter will be sent in the form in appendix two (letter 2) advising that RHL will take enforcement action and advising the former tenant of the risk of court action and of incurring court costs. If no payment is received within one week a county court claim will be made.

2.5.2 Where the forwarding address in not known

Debts below £250

Refer to tracing agency if the cost represents 10% of the debt or less, otherwise seek approval to write off debt.

Debts over £250

Refer to a tracing agency. If the tenant is traced, pursue as above depending on the level of debt.

2.6 Each debt will be reviewed at week three to determine whether to pursue a court claim or use other methods of recovery; consider the costs of recovery and whether a write off should be recommended.

3.0 Write Off procedure

3.1 Irrecoverable debts include those where:

* + The tenant has died intestate
  + The tenant abandoned the property and there is no forwarding address.
  + The debt is under £250 or is uneconomic to pursue
  + There is a known forwarding address, but recovery action has been ineffective
  + The case has been returned by debt collection agency as unable to trace/collect

3.2 Authority for Write offs are as follows:

Individual write offs under £5,000, may be written off by Rushmoor Homes Senior Operating Officer under delegated authority from the Board.

Write offs over £5,000 must be approved by the Board.

Appendix One

Former Tenant Debt Recovery Record

Name of Tenant

Address of Property

Rent payment date

|  |  |  |
| --- | --- | --- |
| Date | Method of contact (including tel. no and/e mail address used | Outcome |
|  |  |  |
|  |  |  |

Appendix Two

FORMER TENANT DEBT LETTER (ONE)

To be drafted

FORMER TENANT DEBT LETTER (TWO)

To be drafted

**4.**

**Rushmoor Homes Limited**

**Lettings Policy and Procedures**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Policy | Version | Board Approved | Review Date | Last Review Completed |
| Lettings Policy | 1 | 30/10/19 | October 2020 |  |

1. **Introduction**

1.1 This policy determines the way in which Rushmoor Homes Limited (RHL) will let its market rent homes. It is intended to demonstrate lettings will be carried out in a way that

* is fair and transparent and
* minimises rent loss and maximises income.

2. **Letting principles**

2.2 Lettings will be handled by an agent appointed by RHL.

2.3 Properties will be let at market rents.

2.4 RHL will only let properties to prospective applicants who are able to afford the rent according to an RHL pre tenancy affordability assessment (see appendix one).

2.5 All tenants will be required to pay their rent by direct debit.

2.5 All RHL properties will be let in a lettable standard (see appendix two)

2.6 Tenancies will only be offered to applicants who meet the requirements of immigration law.

2.7 All RHL properties will be let on Assured Shorthold tenancies initially for a period of 6 months. If this tenancy is conducted satisfactorily, a further 12 months tenancy will be offered. If the 12 months tenancy is conducted satisfactorily a tenancy of up to five years may be offered.]

2.8 The tenancy will be in the standard form (attached at appendix four)

2.9 RHL will not let properties that will be over occupied according to the table in appendix three.

2.10 It is a term of the standard tenancy that no pets are allowed in flats. In houses, one pet will be allowed subject to landlord’s approval. RHL’s managing agent will handle such landlord’s approvals.

2.11 It is a term of the standard tenancy that external areas and gardens included in the tenancy must be maintained in a clean and tidy state and all grass/planting kept in good condition and not neglected.

3. **Equalities**

3.1 Rushmoor Homes is committed to ensuring that in letting its property everyone is treated fairly, has equal access to services and is not discriminated against, harassed or victimised in relation to the protected characteristics indentified under the Equality Act 2010.

**Appendix One**

**Pre tenancy checks**

1. A personal, financial and affordability assessment will be carried out for all prospective tenants (PTs)
2. PTs will need to be earning a gross figure of 40 times their monthly rent.
3. A PT is not required to be in full time employment but must earn an annual income of 40 times their monthly rent.
4. Salaries and terms of employment will be verified directly with PTs employers.
5. Income from zero hours contracts will not be taken into account
6. Only 50% of commission or bonuses confirmed by the employer will be taken into account
7. PTs who are pensioners need to provide the pension statement provided to them by their pension provider at the beginning of the financial year or their P60.
8. Self-employed PTs will need to provide an accountant’s reference or self-assessment tax form for the last tax year.
9. All PTs must hold a UK bank account so that they can pay their rent by direct debit.
10. All PTs will be subject to a credit check.
11. If any PT has had a CCJ or has been declared bankrupt they must be able to prove that these have been satisfied by providing a certificate of satisfaction or certificate of discharge that has been stamped by the county court. Alternatively, the applicant must provide proof that a repayment agreement has been entered into and is being adhered to. An adverse credit history may not disqualify an applicant from being offered a tenancy however they must demonstrate that payments are consistently being made toward any debt registered on file.
12. In the case of PTs who are couples where one party is working and the other is not, a credit check will be carried out on both parties but an employer’s reference will only be sought for the party who is working.
13. A landlord reference will be required where a PT has rented previously. This is required from current and/or previous landlords and checks will be made for notices served, rent arrears, anti-social behaviour, damage caused to the property, physical violence at the property or abandonment of a property. If an unsatisfactory landlords’ reference is received that indicates a poor renting history the PT may be refused a tenancy.
14. Lettings to Employees and Board Members will need to be approved by Rushmoor Borough Council as Shareholder of RHL.

**Appendix Two**

**Lettable Standard**

When let Rushmoor Homes will be

|  |  |
| --- | --- |
| * Safe | * Clean |
| * Secure | * In good condition |

The following provides a guide to what should be expected

|  |  |
| --- | --- |
| Kitchen | Kitchen units, worktops, splash backs and sinks will be clean and in working order  Taps clean and free from scale  White goods (if provided) will be clean and in good working order  Any oven, hob or microwave provided will be clean and in good working order. |
| Bathroom and Toilet | Bathroom fittings and tiling will be clean and in good condition  Taps and shower heads clean and free from scale |
| Water system | Any outlets or equipment connected to the water system not in regular use, flushed through. |
| Heating and Mains services | Heating and hot water systems tested and operational.  Gas and electrical safety checks will be carried out by a qualified person on behalf of RHL. Appointments for these checks will be arranged by RHL’S managing agent once tenants have arranged with their preferred supplier to connect the gas and electricity supplies to the property.  Hot water set to store at 60oC. |
| Electrics | Lights and sockets working |
| Alarms | Fire alarm and carbon monoxide alarms tested. |
| Floors | All floors and fixed floor coverings will be in a good and safe condition.  Floor boards will be free from major faults that could cause injury |
| Doors | All internal and external doors will be free from damage and they will open and close easily.  Locks to external and internal doors will be working  Two sets of keys for external doors will be provided |
| Internal walls | Will be in good decorative order and free from major cracks or large dents |
| Windows | Window catches will be in working order  Glazing not broken or cracked |
| Communal areas | Will be clean and free of rubbish |
| External areas | Will be free of rubbish and any grass or planting cut back.  Drains and gullies will be free from blockages  Guttering fixed and connected  Roof tiles in place |

**Appendix Three**

**Occupancy**

|  |  |
| --- | --- |
| Property Type | Occupancy |
| 1 bed 2 person flat | Single person. Couple |
| 2 bed 3 person flat | Two single people. Parent(s) and one child. |
| 2 bed 4 person flat | Two single people. Two couples. Parent(s) and one child.Parent(s) and two children, one boy and one girl under seven or two same sex children where both are under 16. |
| 2 bed 4 person house | Two single people. Two couples. Parent(s)one child. Parent(s) and one boy and one girl under seven. Parent(s) two same sex children where both are under 16. |
| 3 bed 5 person house | Parent(s) with two same sex children where one is under 16. Parent(s) with one girl and one boy where the oldest child is over seven. Parent(s) with three children |

**Appendix Four**

Standard Form of Tenancy (to be agreed)

**5**.

**Rushmoor Homes Ltd**

**Repairs and Maintenance Policy**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Policy | Version | Board Approved | Review Date | Last Review Completed |
| Repairs and Maintenance Policy | 1 | 30/10/2020 | October 2020 |  |

**1.0 Introduction**

1.1 The purpose of this policy is to set out the responsibilities for repair and maintenance in Rushmoor Homes’ properties.

**2. Repairs Responsibilities**

2.1 As a landlord, Rushmoor Homes’ responsibilities for repair, according to legislation, [[1]](#footnote-1) include:

* Electrical wiring
* Gas pipes and boilers
* Heating and hot water
* Chimneys and ventilation
* Sinks, baths, toilets, pipes and drains
* Common areas including entrance halls and stairways
* The structure and exterior of the building, including walls, stairs and bannisters, roof, external doors and windows, drains, gutters and external pipes.

2.2 Rushmoor Homes Ltd will make sure that at the point of a new tenancy, tenancy renewal, and throughout the tenancy its properties will be fit to live in.[[2]](#footnote-2)

2.3 Rushmoor Homes Ltd will make sure that:

* The gas supply and appliances provided are in a safe condition, fitted or repaired by a Gas Safe registered engineer and checked every 12 months by Gas Safe registered engineer.
* The tenant is provided with a copy of the latest gas safety record (gas safety certificate) before they move in where they are a new tenant or within 28 days of the gas safety check
* The wiring and any electrical appliances provided are safe
* smoke and carbon monoxide detectors are installed and in working order at the start of a new tenancy.[[3]](#footnote-3)

2.4 Rushmoor Homes Ltd is not responsible for

* Works or repairs for which the tenant is responsible either because of the tenant’s obligation to use the property in a tenant like manner or through express terms of the tenancy.
* Rebuilding or reinstating the property in case of destruction or damage by fire, storm, flood or other events which are completely beyond the landlord’s control (Act of God).
* Repair or maintenance of anything that the tenant is entitled to remove from the property
* Carrying out works which would mean that Rushmoor Homes Ltd would be in breach of obligations imposed by legislation.
* Carrying out works for which consent of a superior landlord or other third party where it has not been possible to obtain that consent.

**3.0 Tenants’ Repair Responsibilities**

3.1 Tenants repairing responsibilities are set out in the tenancy agreement.

3.2 Tenants responsibilities include:

* reporting repairs.
* Repairing damage caused by the tenant or their guests
* Carrying out minor repairs/jobs e.g. replacing light bulbs, replacing glass in doors or windows, re setting a trip switch
* Providing access to allow Rushmoor Homes to carryout repairs and gas safety and electrical checks.

4.0 **Insurance**

4.1 Rushmoor Homes is responsible for insuring the building.

4.2 Tenants will be advised to buy contents insurance.

**5.0 Reporting Repairs**

5.1 Rushmoor Homes has put in place systems for reporting repairs and for carrying out works (Appendix One). These systems may be delivered by an agent appointed by Rushmoor Homes for that purpose.

**6.0 Priorities**

6.1 At the point of reporting repairs the repair will be allocated a priority according to the risk it poses, and repairs will be completed as follows

|  |  |  |
| --- | --- | --- |
| **Priority/Category** | **Timescale** | **Examples** |
| **1. Immediate**  Repairs needed to prevent injury to the tenant or members of the public | To be completed in 8 hours | Structural wall damaged  Water in contact with electrics  Potential ceiling collapse |
| **2**. **Emergency**  Repairs needed to prevent significant inconvenience to the tenant and prevent further damage to the property | To be completed in 24 hours | Failure of heating and hot water in the winter months  Failure of lighting or electrical sockets  Burst pipes, major leaks, blocked drains, blocked WC, ceiling collapse |
| **3**. **Urgent**  Repairs needed to prevent discomfort or inconvenience to the tenant | To be completed within 7 calendar days | Loss of heating in one or two rooms in the winter months, minor water leaks, faulty electrical switches or sockets |
| **4**. **Routine**  Repairs that can wait because they are only causing slight inconvenience | To be completed at a time agreed between the landlord or its managing agent and the tenant | Minor problems with toilets, sinks, baths, doors or windows sticking, plaster repairs. |

**7.0 Equalities and Diversity**

7.1 Rushmoor Homes Ltd is committed to making sure that in dealing with repair and maintenance of its properties everyone is treated fairly, has equal access to services and is not discriminated against, harassed or victimised in relation to the protected characteristics identified under the Equality Act 2010.

Appendix One

**Repairs Reporting Procedure**

To be agreed

**6.**

**Rushmoor Homes Limited**

**Anti Social Behaviour Policy and Procedures**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Policy | Version | Board approved | Review Date | Last review completed |
| Anti Social Behaviour Policy | 1 | 04/03/2020 | March 2021 |  |

**1.0 Introduction**

1.1 Rushmoor Homes expects a reasonable level of tolerance between tenants and their neighbours, and others within their community. Tenants are responsible for their own behaviour, the behaviour of those who live with them and the behaviour of those who visit their property, whether unintentional or deliberate.

1.2 Anti social behaviour (ASB) covers a wide range of activities that have an unacceptable, negative effect on other residents and the wider community.

1.3 Examples include:

* Noise nuisance
* Vandalism and other damage to property
* Repeated abusive language or behaviour
* Harassment
* Use or threatened use of violence,
* Domestic abuse, and
* Behaviours related to drug dealing, prostitution or other criminal activity.

1.4 In all reported cases Rushmoor Homes will exercise its judgement to establish an appropriate response, taking account of what has happened, the harm caused or risk of harm, the frequency of incidents and any other evidence available. The response may include reference to other agencies that that may have powers to deal with issues e.g. the local authority in cases of noise nuisance or the police in cases of criminal activity.

**2.0 Prevention**

2.1 Rushmoor Homes’ approach is to begin to tackle ASB through preventative activities such as:

* Visiting properties frequently
* Making sure tenants are advised of their responsibilities when they sign up, including
  + Responsibility for reporting ASB when it occurs
  + Engaging with agencies that can assist with ASB as recommended by Rushmoor Homes e.g. Community Safety in the creation and monitoring of Acceptable Behaviour Contracts (ABC) to encourage positive behaviours and eliminate negative behaviours.
  + Clearly advising tenants of the terms of their tenancy relating to behaviour
  + The risk of losing their tenancy if they, their family or visitors are the perpetrators of ASB

**3.0 Responding to complaints**

3.1If despite preventative measures, ASB occurs Rushmoor Homes will:

* Record complaints and subsequent responses.
* Work with complainants to log incidents of ASB
* Make sure complainants know who to contact in an emergency
* Advise complainants to contact the Police where ASB involves criminal conduct
* Work with the Police and Victim Support where appropriate
* Assess whether the victim or perpetrator has needs which require additional support and refer as appropriate under a duty of care to agencies that could offer this support.

3.2 All information received will be treated in strictest confidence, although there may be some circumstances where there is a duty to disclose information to statutory agencies e.g. where there are safeguarding concerns.

**4.0 Informal Action**

4.1 Rushmoor Homes will aim to resolve issues by encouraging resolution through informal interventions such as:

* Acceptable Behaviour Contracts (ABC)
* Mediation
* Warning interviews
* Referrals to other agencies

**5.0 Legal Action**

5.1 If it is not possible to resolve incidents of ASB through informal means Rushmoor Homes will take legal action which could include:

* ASB possession proceedings
* Injunctions
* Breach proceedings, and, in partnership with other agencies,
  + Community Protection Notices
  + Closure Orders
  + Criminal behaviour orders

…../continued

**6.0 Circumstances where action might not be taken**

6.1 Rushmoor Homes will not investigate all complaints claimed to be anti-social behaviour. For example:

* Actions considered to be normal everyday activities or household noise e.g. children playing inside or outside their property.
* Children playing ball games
* Actions which amount to people being unpleasant but not sufficiently serious to cause harm.

6.2 Complainants will be advised as soon as possible if their complaint is not to be followed up as ASB.

Appendix Three

Contract template containing RHL’s terms

Document title: Services agreement

**DATED**

------------

Services agreement

[between/among]

Rushmoor Homes Limited

and

Party 2

CONTENTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLAUSE PAGE

1. Interpretation 3

2. Commencement and duration 5

3. Supplier’s responsibilities 6

4. Customer’s obligations 7

5. Charges and payment 7

6. Audit 7

7. Insurance 8

8. Compliance with laws and policies 8

9. Data protection 8

10. Confidentiality 9

11. Limitation of liability 10

12. Termination 11

13. Consequences of termination 12

14. Inadequacy of damages 13

15. Force majeure 13

16. Assignment and other dealings 14

17. Variation 14

18. Waiver 15

19. Rights and remedies 15

20. Severence 15

21. Entire agreement 15

22. Conflict 16

23. No partnership or agency 16

24. Third party rights 16

26. Notices 16

27. Multi-tiered dispute resolution procedure 17

27. Governing law 18

28. Jurisdiction 18

SCHEDULE

Schedule 1 Service details

Schedule 2 Fee, Charges, costs and payments

Schedule 3 Suppliers key personnel and Customer’s Manager

This agreement is dated [DATE]

Parties

1. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Supplier)
2. Rushmoor Homes Limited (enter address) (Customer)

BACKGROUND

1. The Supplier is in the business of providing [DESCRIBE SERVICES].
2. The Customer wishes to obtain and the Supplier wishes to provide such services on the terms set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

* 1. Definitions.

1. Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
2. Applicable Laws: all applicable laws, statutes, regulations [and codes] from time to time in force.
3. Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
4. Business Hours: the period from [9.00 am to 5.00 pm] on any Business Day.
5. Charges: the sums payable for Services, as set out in Schedule 2.
6. [Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures**:**  as defined in the Data Protection Legislation.
7. Customer's Manager: the individual identified as such in Schedule 3, being the person responsible for managing the Services on behalf of the Customer.
8. Customer Materials: all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services,
9. Data Protection Legislation: the UK Data Protection Legislation andany other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)[; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
10. Deliverables: any outputs of the Services and any other documents, products and materials provided by the Supplier to the Customer as specified in the specification in Schedule 1 and any other documents, products and materials provided by the Supplier to the Customer in relation to the Services
11. Fee – the sum payable for the services as set out in schedule 2 being X% of the gross [monthly] rent roll to be paid to the Supplier and which will be deducted from the rents paid by the Supplier to the Customer on a monthly basis in arrears
12. Key Personnel: the Supplier's Manager and the individuals identified as key personnel in Schedule 3, or any replacement individuals appointed by the Supplier pursuant to clause 3.2(c) and clause 3.2(d).
13. Services: the services set out the specification in Schedule 1, including services which are incidental or ancillary to such services.
14. Supplier's Manager: the individual identified in Schedule 3, or any replacement individual appointed by the Supplier pursuant to clause 3.2(c) and clause 3.2(d), being the person responsible for managing the Services on behalf of the Supplier.
    1. Clause, Schedule [and paragraph] headings shall not affect the interpretation of this agreement.
    2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    3. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
    4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
    5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
    6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    7. This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
    8. A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time **OR** it is in force as at the date of this agreement].
    9. A reference to a statute or statutory provision shall include all subordinate legislation made [from time to time **OR** as at the date of this agreement] under that statute or statutory provision.
    10. A reference to **writing** or **written** does not include email.
    11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
    12. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
    13. References to clauses [and Schedules] are to the clauses [and Schedules] of this agreement [and references to paragraphs are to paragraphs of the relevant Schedule].
    14. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
15. Commencement and duration
    1. This agreement shall commence on the date when it has been signed by all the parties] and shall continue, unless terminated earlier in accordance with clause 12 (Termination), until the third anniversary of the commencement of this agreement when it shall terminate automatically without notice.
    2. The Supplier shall provide the Services to the Customer in accordance with this agreement [from [DATE] **OR** the date of this agreement].
16. Supplier's responsibilities
    1. The Supplier shall:
       1. provide the Services and the Deliverables in accordance with Schedule 1;
       2. ensure that the Services and Deliverables will conform in all respects with Schedule 1 and that the Deliverables shall be fit for any purpose expressly or implicitly made known to the Supplier by the Customer;
       3. perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
       4. co-operate with the Customer in all matters relating to the Services, and comply with the Customer's instructions;
       5. before the date on which the Services are to start, obtain and at all times, maintain during the term of this agreement, all necessary licences and consents and comply with all Applicable Laws in relation to the services
       6. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
       7. notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier; and
    2. In relation to the Supplier's personnel, the Supplier shall:
       1. ensure that all personnel involved in the provision of the Services have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this agreement;
       2. ensure that the Supplier's Manager has authority to bind the Supplier on all matters relating to the Service;
       3. promptly inform the Customer of the absence (or the anticipated absence) of any of the Key Personnel, and if so required by the Customer, provide a suitably qualified replacement for such individual; and
       4. use its best endeavours not to make any changes to the Key Personnel throughout the term of this agreement and obtain the prior [written] approval of the Customer [(such approval not to be unreasonably withheld or delayed)] to any replacements for such individuals.
17. Customer's obligations

The Customer shall:

* + 1. co-operate with the Supplier in all matters relating to the Services;
    2. ensure that the Customer's Manager has authority to bind the Customer on all matters relating to the Services (including by signing Change Orders);
    3. [ANY OTHER RELEVANT OBLIGATIONS].

1. Charges and payment
   1. In consideration of the provision of the Services by the Supplier, the Customer shall pay the Fee and Charges.
   2. The Charges shall exclude the following costs which shall be payable by the Customer monthly in arrears, subject to submission of an appropriate invoice:
      1. the cost to the Supplier of any materials or services procured by the Supplier from third parties for the provision of the Services as such items and their cost are specified in Schedule 1 or approved by the Customer in advance from time to time.
   3. The Supplier shall invoice the Customer for the Charges at the intervals specified. If no intervals are specified, the Supplier shall invoice the Customer at the end of each month for Services performed during that month.
   4. The Customer shall pay each invoice submitted to it by the Supplier within [30] days of receipt to a bank account nominated in writing by the Supplier.
2. Audit
   1. [The Supplier shall allow the Customer (or its professional advisers) to access the Supplier's premises, personnel, systems and relevant records to verify that the Charges and any other sums charged to the Customer under this agreement are accurate.
   2. [Subject to the Customer's obligations of confidentiality at clause 10 (Confidentiality), the Supplier shall provide the Customer (and its professional advisers) with all reasonable co-operation, access and assistance in relation to each audit.
   3. [The Customer shall provide at least [NUMBER] Business Days' notice of its intention to conduct an audit and any audit shall be conducted during Business Hours.
   4. The Customer and its professional advisers shall have the right to take copies of any records which they reasonably require and remove such copies and the Supplier shall provide the necessary facilities to assist in copying free of charge.]
3. Insurance

During the term of this agreement [and for a period of six years after the expiry or termination of this agreement,] the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £5,000,000; employers liability insurance at an amountnot less than £5,000,000 and public liability insurance at an amount not less than £10,000,000 to cover the liabilities that may arise under or in connection with this agreement and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

1. Compliance with laws and policies

In performing its obligations under this agreement, the Supplier shall comply with the Applicable Laws and the Supplier will inform the Customer as soon as it becomes aware of any changes in the Applicable Laws.

1. Data protection
   1. [Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
   2. [The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer and Supplier are joint data controllers .Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
   3. Without prejudice to the generality of clause 9.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
      1. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
      2. not transfer any personal data outside of the European Economic Area [assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
      3. [notify the Customer without undue delay on becoming aware of a personal data breach;
      4. [at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; [and]]
      5. [maintain complete and accurate records and information to demonstrate its compliance with this clause 9 [and allow for audits by the Customer or the Customer's designated auditor] and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation[. **OR** ; and] ]
      6. [[indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this clause 9

9.4 The Customer does not consent to the Supplier appointing any third party processor of personal data under this agreement.

1. Confidentiality
   1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs, customer, clients or suppliers or the other party except as permitted by clause 10.2.
   2. Each party may disclose the other party's confidential information:
      1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
2. Limitation of liability
   1. Nothing in this agreement:
      1. shall limit or exclude the Supplier's or the Customer's liability for:
         1. death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
         2. fraud or fraudulent misrepresentation;
         3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law; or
      2. shall limit or exclude the Supplier's liability under clause 9.3(f) (Data processing indemnity).
   2. Subject to clause 11.1:
      1. neither party to this agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement;
      2. the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited the great £5,000.00 and FIFTEEN per cent 15%) of the total charges paid by the Customer under this agreement].
   3. Notwithstanding clause 11.2(a), the losses for which the Supplier assumes responsibility and which shall be ecoverable by the Customer include:
      1. sums paid by the Customer to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the terms of this agreement;
      2. wasted expenditure;
      3. additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
      4. losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier;
      5. anticipated savings;
      6. [ANY OTHER HEADS OF LOSSES THE CUSTOMER WISHES TO RECOVER].
   4. No amount awarded or agreed to be paid under the indemnity in clause (9.3(f) (Data processing indemnity) shall count towards the cap on the Supplier's liability under clause 11.2 (b).
   5. The Supplier may not benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
   6. The rights of the Customer under this agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.
3. Termination
   1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving [written] notice to the other party if:
      1. [the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than ten days after being notified [in writing] to make such payment;]
      2. the other party commits a material breach of any [other] term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [NUMBER] days after being notified [in writing] to do so;
      3. [the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;]
      4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
      5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
      6. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
      7. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
      8. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
      9. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
      10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(d) to clause 12.1(i) (inclusive); and
      11. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
   2. 12.1(b)Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier if:
      1. the Supplier commits a breach of clause 8 (Compliance with laws and policies); or
      2. there is a change of control of the Supplier.
4. Consequences of termination
   1. On termination or expiry of this agreement:
      1. the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all of the Personal Data shared with the Supplier by the Customer in connection with the Services the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for the safe keeping of all Deliverables and Personal Data in its possession and will not use them for any purpose not connected with this agreement; and
      2. the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it [including the assistance as set out in the [SCHEDULE]].
      3. the following clauses shall continue in force: clause 1 (Interpretation), clause 6 (Audit), clause 10 (Confidentiality), clause 11 (Limitation of liability), clause 13 (Consequences of termination), clause 14 (Inadequacy of damages), clause 18 (Waiver), clause 20 (Severance), clause 22 (Conflict), clause 26 (Multi-tiered dispute resolution procedure), clause 27 (Governing law) and clause 28 (Jurisdiction).
   2. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
5. Inadequacy of damages

Without prejudice to any other rights or remedies that the Customer may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Supplier. Accordingly, the Customer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

1. Force majeure
   1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
      1. acts of God, flood, drought, earthquake or other natural disaster;
      2. epidemic or pandemic;
      3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
      4. nuclear, chemical or biological contamination or sonic boom;
   2. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];Provided it has complied with clause 15.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
   3. [The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.]
   4. The Affected Party shall:
      1. as soon as reasonably practicable after the start of the Force Majeure Event[ but no later than [NUMBER] days from its start], notify the other party [in writing] of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
      2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
   5. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than [NUMBER] [weeks], the party not affected by the Force Majeure Event may terminate this agreement by giving [NUMBER] [weeks'] written notice to the Affected Party.
2. Assignment and other dealings
   1. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
   2. The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement[, provided that it gives prior written notice of such dealing to the Supplier].
3. Variation

Subject to clause **Error! Reference source not found.** (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. Waiver
   1. A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
   2. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
   3. [A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.]
2. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

1. Severance
   1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
   2. If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
2. Entire agreement
   1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
   3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.
3. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the schedules, the provisions of this agreement shall prevail.

1. No partnership or agency
   1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
   2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
2. Third party rights
   1. [this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
3. Notices
   1. Any notice [or other communication] given to a party under or in connection with this agreement shall be in writing and shall be:
      1. delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
      2. **OR** [sent by email to the address specified in [SPECIFY RELEVANT DOCUMENT OR CLAUSE]].
   2. Any notice [or communication] shall be deemed to have been received:
      1. if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the proper address]; [and]
      2. if sent by [pre-paid first-class post or other] next working day delivery service, at [9.00 am] on the [second] Business Day after posting [or at the time recorded by the delivery service][;[and]
      3. if sent by [fax][or] [email], at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 25.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
   3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
   4. [A notice given under this agreement is not valid if sent by email.
4. Multi-tiered dispute resolution procedure
   1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then [except as expressly provided in this agreement,] the parties shall follow the procedure set out in this clause:
      1. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the [EMPLOYEE TITLE] of the Customer and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute;
      2. if the [EMPLOYEE TITLE] of the Customer and [EMPLOYEE TITLE] of the Supplier are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to the [SENIOR OFFICER TITLE] of the Customer and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it; and
      3. if the [SENIOR OFFICER TITLE] of the Customer and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than [NUMBER] days after the date of the ADR notice.

No party may commence any court proceedings under clause 28 (Jurisdiction) in relation to the whole or part of the Dispute until [NUMBER] days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.]

* 1. If the Dispute is not resolved within [NUMBER] days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of [NUMBER] days, or the mediation terminates before the expiration of the said period of [NUMBER] days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 28 (Jurisdiction).

1. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

1. Services Details

* Specification:
* Services: The services in the specification and [LIST ANY OTHER SERVICES PROVIDED UNDER THIS AGREEMENT]
* [Service Levels:]
* Customer Materials: [SPECIFY]
* Deliverables: [DELIVERABLES FOR SERVICES]

1. Fee, Charges, costs and payment

**Fee:**

* The total fee for the Services is calculated as follows: [CALCULATION METHOD]

**Payment terms:** [SPECIFY]

**Charges**: [SPECIFY]

**Costs of third party materials and services charged in addition to the Charges:**

The following materials and services procured from third parties shall be invoiced to the Customer in addition to the Charges: [INSERT DETAILS]

1. Supplier's Key Personnel and Customer's Manager

**Supplier's Key Personnel:**

* Supplier's Manager: [NAME]
* Other Key Personnel: [NAMES AND TITLES OF RELEVANT EMPLOYEES]

**Customer Manager:** [NAME]

1. The Landlord and Tenant Act 1985 [↑](#footnote-ref-1)
2. Homes (Fitness for Human Habitation) Act 2019 [↑](#footnote-ref-2)
3. Smoke and Carbon Monoxide Alarm Regulations (2015) [↑](#footnote-ref-3)