

Management Agreement
Between
(Trading as GreenSquare)
and

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1. The Parties, Commencement and Interpretation

This agreement is made between the following parties:

- 1.1. [] (The Landlord) whose registered office is [] The Landlord is a registered provider (RP) and is registered with the Homes and Communities Agency (HCA) under the Housing Act 1996 and is an Industrial and Provident Society number []

And

- [] ('the Agent) whose registered office is [] The Agent is a Company limited by guarantee (number []) and is a Charity registered under the Charities Act 1993 (number [])
- 1.2. This agreement comes into effect on []
- 1.3. For the purposes of this agreement the words and phrases set out in the first column of clause 24 will bear the meaning given in the second column of that clause

2. The Properties

- 2.1. The properties covered by this agreement are listed at Schedule 1

3. The Aims and Objectives

- 3.1. The aim of the parties in making this agreement is to ensure high quality provision of housing services and support for the people who are occupying the property/properties covered by this agreement.
- 3.2. The Landlord, as principal hereby appoints [] as its Managing Agent, in respect of the Property to provide a housing management service to Occupants. The Agent will contract with the Administering Authority to provide a support service to the occupants.
- 3.3. The purpose of the agreement is to:
- 3.3.1. Set out the terms for the provision of the Housing Management Services provided by the Agent
- 3.3.2. Set out the respective roles and responsibilities of the two parties
- 3.3.3. Ensure effective joint working and good liaison.
- 3.4. This agreement sets out the common standards to be adopted for all agents managing properties owned or leased by []. However it is recognised that variations may be required for individual services and where necessary these are set out in Schedule 3.

4. Duration and Variation



- 4.1. This agreement is for a period of years and months from the commencement date stated in clause 1.2
- 4.2. No variations to this agreement will be effective unless recorded in writing in Schedule 3 and signed by both parties

5. General Terms



- 5.1. The Landlord and the Agent agree that nothing in this agreement will in anyway create a legal partnership between them.
- 5.2. This agreement is intended by both the Landlord and the Agent to constitute an enforceable and legally binding contract between the two parties.
- 5.3. This agreement may be amended at any time during its currency by written agreement between the Landlord and the Agent. Any variations to the standard agreement will be set out in Schedule 3
- 5.4. 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 agreement.

6. Management



- 6.1. The Agent agrees that it will not use the Property for occupation by more than the number of Occupants specified in Schedule 1 to this Agreement.
- 6.2. The Agent agrees to provide the Housing Management Services listed in Schedule 2 of this agreement.
- 6.3. The Agent will not allow any member of its staff to reside in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 6.4. The Agent may not without the prior written consent of the Landlord permit the Property or any part thereof to be used other than as a private dwelling
- 6.5. The Agent may, with the prior written consent of the Landlord, use part of the Property as office accommodation or where consent has been given under clause 5(3) for sleep-in accommodation.
- 6.6. The Agent will agree a support agreement/plan with the proposed occupier at the time of their occupation and ensure that the occupier fully understands the need to cooperate with the support agreement/plan and that his/her occupation of the Property is to facilitate the support agreed.

7. Housing Management Standards and Responsibilities



- 7.1. The Agent agrees to provide additional housing management services on behalf of the landlord: These will be provided in line with current performance, regulatory and statutory requirements, including the Equality Act 2010.

The Agent will be responsible for:

- 7.2. Selecting occupiers and allocating units in accordance with the selection criteria attached as Schedule 5 to this agreement
- 7.3. Letting units and the signing of a licence/tenancy.
- 7.4. Discussing the contents of the agreement with occupants and/or their advocates.
- 7.5. Advising the Occupants that their personal items and effects are not insured and that the Occupants should take out insurance to cover them against fire and theft.
- 7.6. Collecting all the rents and service charges due under the Licences/tenancies on behalf of the Landlord.
- 7.7. In consultation with the Landlord, setting service charges, which are sufficient to meet the anticipated costs of providing the Landlord's services and the Agent's services to the Property.
- 7.8. If the Landlord makes written representations to the Agent about the proposed increase or decrease in the service charges the Agent shall give proper consideration to those representations and will within one month of receiving representations from the Landlord give a reasoned written response to representations made
- 7.9. Informing the Occupants of the new rent and service charge a minimum of four weeks prior to the first Monday in April in each year.
- 7.10. Consulting with the Occupants on any proposed change in housing management as required by any statutory provision.
- 7.11. Administering the licence/tenancy on behalf of the Landlord and using its best endeavours to ensure that the occupants carry out their obligations under the agreement.
- 7.12. Taking appropriate action in respect of breach of the licence/tenancy.
- 7.13. The Agent shall ensure that its Staff do not pose a danger to the Occupants or to other persons present at the Properties.
- 7.14. The Agent must carry out checks with the Disclosure and Barring Service (DBS checks) on all staff or volunteers engaged in Regulated Activity.(as defined by the Protection of Vulnerable Groups Act 2012) You must have a DBS check carried out every three years for each relevant member of staff for as long as this Agreement applies and before any member of staff or volunteer works with tenants in a Regulated Activity.
- 7.15. The Agent shall notify the Landlord prior to employing for provision of the Services any such Staff referred to in Condition 7.16 with convictions. This notification shall be anonymised and shall provide a reasoned argument or risk assessment to justify the decision.
- 7.16. The Agent will ensure that it has in place an effective whistle blowing procedure whereby Staff may raise in confidence concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage.
- 7.17. Agent will ensure that it has in place a Safeguarding Policy and that all staff comply with the Local Authority Safeguarding protocols for Children and Young People and for Vulnerable Adults. The Agent shall notify the Landlord of any reported incidents.
- 7.18. Staff involved in the delivery of the Services shall be supplied with a form of identification by the Agent.

- 7.19. Where the Landlord has evidence to suggest that there has been a serious service failure and in its opinion inadequate management action has been taken place, then it has the right to request and participate in a review of the case. Following this, when it is of the opinion that further management action is warranted it will recommend this to the Board of the Managing Agent. If any concerns persist then this may be the subject of arbitration.

8. Tenure



- 8.1. The Properties covered by this agreement remain under the legal ownership of the Landlord and the Occupants are the tenants/licencees of the Landlord.
- 8.2. The Agent will issue a licence/tenancy on behalf of the Landlord using the Landlord's standard format.
- 8.3. The Agent will not allow anyone into possession until they have entered into a licence/tenancy.
- 8.4. The Agent will inform Occupants in clear and understandable terms about their rights and obligations under the terms of their licence/tenancy or Tenancy Agreement and their more general rights and obligations as set out in the resident's handbooks, advice leaflets and similar documents of both organisations.
- 8.5. The licence/tenancy to be used for the properties specified in Schedule 1 will be provided in the form specified by the Landlord at the date of commencement of this agreement, the landlord may issue an amended or new version of these documents if required at any time. The Agent agrees not to vary the terms of the licence/tenancy without the prior written consent of the Landlord

9. Legal Action



- 9.1. The Agent is authorised in the name of the Landlord to take and conduct any legal proceedings required in respect of breach of the licence/tenancy or to obtain possession of a Unit.
- 9.2. The Agent will notify the Landlord in writing prior to any legal action being taken with the reasons for the action, using the pro-forma attached as schedule 6.
- 9.3. The Agent will bear the cost of all proceedings for possession or breach of agreement. Any costs ordered to be paid by the occupier will belong to the Agent.
- 9.4. The Agent must notify the Landlord at each of the following stages:
- 9.4.1. Issuing of Notice of Seeking Possession (NOSP)/Notice to Quit (NTQ)/Notice to Terminate (NTT).
 - 9.4.2. Action taken following expiry of the notice
 - 9.4.3. Court dates
 - 9.4.4. Court decisions
 - 9.4.5. Application for Bailiff warrant
 - 9.4.6. Date set for Eviction
- 9.5. The Landlord in consultation with the Agent, reserves the right to take over the conduct of proceedings in cases where the Landlord acting reasonably, considers it necessary to do so.

10. Policies and Procedures



- 10.1. The Landlord and the Agent will comply with the relevant regulatory standards laid down by the housing regulator from time to time in respect of matters covered by the terms of this agreement.
- 10.2. The Landlord will inform the Agent of the regulatory standards in respect of the Agents housing management responsibilities within 6 weeks.
- 10.3. On request, the Agent will provide the Landlord with copies of its policy documents in the version current at the date of commencement of this agreement and relating to the following matters:
 - 10.3.1. Equal Opportunities
 - 10.3.2. Human Resources policies including recruitment, training, development and supervision of staff
 - 10.3.3. Consultation and information
 - 10.3.4. Complaints procedure
 - 10.3.5. Selection and Allocation
 - 10.3.6. Harassment
 - 10.3.7. House rules
 - 10.3.8. Move on
 - 10.3.9. Confidentiality
 - 10.3.10. Health and safety
 - 10.3.11. Safeguarding
 - 10.3.12. Tenure
 - 10.3.13. Arrears
 - 10.3.14. Eviction Policy
 - 10.3.15. Possession procedures
 - 10.3.16. Voids/bad debts
 - 10.3.17. Disaster recovery plan for the project
- 10.4. The Agent will carry out its duties under this agreement having regard to the provisions of those policies and will notify the Landlord of any significant changes to those documents.

11. Move on and Support Services




- 11.1. The Agent will provide support to Occupants of the Property to the extent of the terms of any contract with funders of support and care.
- 11.2. Where it becomes apparent that an Occupant requires greater care or support than the Agent can provide, the Agent will be responsible for exploring alternatives with the Occupant. The Agent may approach the Landlord for assistance in making alternative provision which the Landlord will, so far as reasonably practicable, provide.

12. Financial Responsibilities




The Landlord and the Agent agree that:-


- 12.1. The Agent will collect the rent and any services charge due under the licence/tenancy agreements

- 12.2. The Agent will pay the monthly sum of £  one month in arrears to the Landlord. This sum represents:
 - 12.2.1. The agreed charge for the property plus
 - 12.2.2. The agreed annual office rental figure split over twelve equal payments
- 12.3. This is payable by the Agent to the Landlord regardless of the actual rent and service charge collected or any periods when units lie empty between lettings.
- 12.4. This formula does not include the income and expenditure incurred in providing housing related support, which is the subject of a separate contract with the Supporting People Commissioning Body.
- 12.5. The Landlord and the Agent will apply all service charges collected in respect of services for which each one pays to meet the costs of those services.
- 12.6. The Agent will make payments to the Landlord monthly in arrears.
- 12.7. The amounts due to the Landlord and remitted by the Agent will be reviewed annually each year.
- 12.8. The Agent will be responsible for meeting all other revenue costs in managing the property as defined in the agreed budget whether or not these costs are met through the income or supporting people (Pooled Budget) grant. In the event that statutory revenue resources are cut, capped or otherwise constrained, the Landlord and the Agent shall jointly agree remedial action.
- 12.9. All sums payable under this Agreement are expressed to be exclusive of VAT.

13. Property and Maintenance Services

-  13.1. The Landlord takes responsibility for all property and maintenance services.

The landlord will:

-  13.2. Be responsible for carrying out the obligation to repair as defined in Section 11 of the Landlord and Tenant Act 1985 and as set out in the licence/tenancy and Schedule 2 to this agreement. The Landlord will use its best endeavours to carry out such repairs within the target response times set out in schedule 4, with minimum disruption to occupants.
- 13.3. Ensure that external and internal redecorations, of common parts and offices, are undertaken as regularly as is necessary to maintain the appearance of the property to a reasonable standard.
- 13.4. Inform the Agent whether the Property is to be included in the following year's cyclical maintenance programme and will give the Agent a minimum of 4 weeks notice in writing before work commences.
- 13.5. Make adequate provision for future major repairs to the Property.
- 13.6. Remain liable for all risks in respect of the Property and shall retain responsibility for insuring the following risks:
 - 13.6.1. Fire (and such other risks as the Landlord will in its absolute discretion determine) to its full replacement 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 the Landlord to the Agent on request.
- 13.6.2. Third party claims arising from the condition of the Property. (Property Owners Liability Insurance).
 - 13.6.3. Claims by employees of the Landlord working in or at the property.
 - 13.6.4. Risks arising from the business carried on at the property.
 - 13.6.5. Such other risks as the Landlord may from time to time determine.
- 13.7. Keep all gas and electrical equipment which has been provided by the Landlord in good and safe working order (including replacing where necessary) and carry out regular gas and electrical checks sufficient to comply with all legislative safety provision.
- 13.8. The Landlord will carry out any repair required as a result of an act of deliberate damage or neglect of the Occupants of the Property or their visitors. The Landlord may claim such costs from its property insurance but the Agent will be responsible for meeting the insurance excess payment (up to £1,000 for routine repairs and up to £5,000 for arson in 2013/14).
- 13.9. In conjunction with a nominated representative of the Agent carry out internal and external inspections of the Property at least annually to ensure compliance with the above obligations.

The Agent will:



- 13.10. Notify the Landlord of any need for repairs or maintenance reasonably promptly after becoming aware of the need.
- 13.11. Upon at least 24 hours' notice from the Landlord provide access to the Property (within normal office hours) and be present at the Property with the Landlord (if necessary) when such access is provided. In cases of emergency the Landlord, and others authorised by it, will be provided with immediate access.
- 13.12. Keep furniture and equipment at the Property in good order.
- 13.13. Ensure that any furniture provided by the Agent at the Property meets Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- 13.14. Maintain the furniture provided at the Property by the Agent in a safe and usable condition.
- 13.15. Reimburse the Landlord for the cost of any repairs necessitated by any act or omission of the Agent.
- 13.16. Report to the police any criminal damage at the property and obtain a crime reference number.
- 13.17. Take appropriate action against perpetrators of deliberate damage and collect charges made for repair as a result of damage.
- 13.18. In conjunction with the Landlord, carry out internal and external inspections of the Property at least annually to ensure compliance with the above obligations.
- 13.19. Not make or permit any alteration to the Property without the prior written consent of the Landlord.
- 13.20. Where an Occupant requires a specific Property adaptation or installation due to disability the Agent will assist the Occupant to make applications to the appropriate bodies. Any adaptations should only be carried out with prior written approval from the Landlord.

- 13.21. Ensure that any electrical appliances owned by the Agent at the Property are regularly inspected in accordance with the 1989 Electricity at Work Regulations, Portable Appliance testing (PAT) and any similar subsequent legislation to ensure their safety.

14. Emergency Repairs



- 14.1. If an emergency repair occurs within normal office hours the Agent, shall report the repair in accordance with the Landlord's emergency repairs procedure attached as Schedule 4 to this agreement.
- 14.2. Should the emergency occur outside office hours the Agent shall report the repair in accordance with the Landlord's emergency repairs procedure.
- 14.3. The Landlord shall attend to emergency repairs in accordance with the Landlord's policy on emergency repairs which is attached as Schedule 4
- 14.4. Emergencies relating to faulty fire protection equipment should be reported directly to the contractor who has the current service agreement by the Agent.

15. Major Repairs



- 15.1. Should any major repair work require the Occupant to vacate the Property to enable work to be completed, the Landlord agrees to work with the Agent to identify alternative accommodation for the duration of that work and cover costs of decanting in consultation with the Agent.
- 15.2. The Agent will give access to such consultants and contractors as may be required to carry out major repairs on the Property providing adequate notice has been given and will provide the Landlord with any information requested in connection with the carrying out of the major repairs works.

16. Fire Precautions



The Landlord will:



- 16.1. At all times comply with all regulations, bye laws and other requirements relating to fire precautions and means of escape in the event of fire.
- 16.2. Be responsible for the installation and servicing of fire equipment which includes: fire alarms, smoke detectors, emergency lighting, fire extinguishers, fire blankets, and heat detectors.
- 16.3. 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. The Occupant will be responsible for the cost of the repair and the Agent will be responsible for collection of the charge.

The Agent will:



- 16.4. At all times comply with all regulations, bylaws and other requirements relating to fire precautions and means of escape in the event of fire.
- 16.5. Carry out fire risk assessments and regular health and safety checks at appropriate intervals and record these for inspection.

- 16.6. Carry out fire alarm tests and fire drills at appropriate intervals and record these for inspection.
- 16.7. Regularly check that fire appliances are in good working order (including smoke detectors, extinguishers and fire blankets).
- 16.8. Report to the Landlord or the appointed contractor any actual or suspected deficiencies in the fire fighting equipment or smoke detectors.
- 16.9. Ensure that fire doors are not fixed open and that self closing mechanisms are not disconnected.
- 16.10. Maintain the log of fire servicing and equipment replacement at the Property
- 16.11. Be responsible for collecting charges from occupants made for any repairs as a result of the damage.

17. Monitoring, Liaison and Review



- 17.1. The Landlord will monitor the Agent's performance on the Housing Management Services and its other obligations covered by this agreement against the current standards specified by the housing regulator.
- 17.2. The Landlord will encourage and consider feedback from the Agent and Occupants on the service it provides.
- 17.3. The agent will provide to the landlord a quarterly management report, reports of any regulatory or funding bodies on the performance of the service (including Supporting People funders and the Housing Ombudsman); government returns such as CORE (all within 21 days); audited accounts within 6 months of the year end; and Audit Management letters within 3 months of receipt. The management report is set out as Schedule 9.
- 17.4. The Agent will allow the Landlord reasonable access to its accounting and financial records relating to the Property.
- 17.5. The Agent will allow the Landlord reasonable access to relevant monitoring information obtained by the Administering Authority in order that the Landlord can satisfy itself that its partnership arrangements comply with the housing regulator's requirements.
- 17.6. The parties will meet at least annually to review the operation of this agreement.

18. Miscellaneous



- 18.1. Both the Landlord and the Agent shall:
- 18.2. 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.
- 18.3. Notify the other immediately of any incident which could lead to adverse publicity or of any complaint received concerning the Property.
- 18.4. Take out and maintain employer's liability insurance for amount of £10 million for the Landlord and for amount of £10 million for the Agent.
- 18.5. Take out and maintain public liability insurance for amount of £10 million for the Landlord and for amount £10 million for the Agent.
- 18.6. Not do anything, or knowingly permit anything to be done in the Property which would invalidate any insurance taken out by either party or which would increase the premiums payable.

- 18.7. Respect the confidentiality of information concerning the Occupants which may from time to time become available to them.
- 18.8. 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 agreement.
- 18.9. Neither party will assign this agreement or any of its obligations under this agreement save that the Landlord, with the prior consent in writing of the Agent (such consent not to be unreasonably withheld or delayed), may assign or subcontract the execution of the whole or any part of its obligations under this Agreement.
- 18.10. Comply with the statutory and regulatory obligations which affect the Property both now or in the future including, but not limited to, the requirements of:
 - 18.10.1. The Health and Safety Acts and the Health and Safety Executive
 - 18.10.2. The Equality Act 2010;
 - 18.10.3. All Acts relating to the provision of social housing and its regulation;
 - 18.10.4. Regulations relating to Houses in Multiple Occupation;
 - 18.10.5. Acts and regulations relating to the safety and supply of gas and electrical services and appliances at the Property;
 - 18.10.6. The requirements of the Data Protection Act 1998

19. Determination of Disputes



- 19.1. Should either party be dissatisfied with the performance of the other under the terms of this agreement and this cannot be resolved through liaison meetings, the following sequence of action will be pursued:
 - 19.1.1. Either party will request a special meeting to review the working of the Agreement giving 10 days prior written notice requesting a meeting (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.
 - 19.1.2. If the issue remains unresolved request a meeting between the Operations Director of the Landlord and the Director or Trustee of the Agent on giving 10 days prior written notice (or a shorter notice period if the parties agree). The other party will attend that meeting.
 - 19.1.3. If the issue remains unresolved after the procedure has been followed then the dispute or difference will be referred by either party to a suitably qualified independent arbitrator appointed 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.
- 19.2. Both parties will be obliged to comply and co-operate with this procedure at each stage and to share equally the costs of appointment of the

relevant arbitrator as referred to above. Costs thereafter will be borne as the arbitrator will determine.

20. Housing Ombudsman Complaints



- 20.1. In the event of an award by the Independent Housing Ombudsman where the Agent is found by the Ombudsman to be at fault, the Agent will reimburse the Landlord for the cost of any compensation awarded in respect of the Agent's conduct or inaction together with any expenses reasonably incurred by the Landlord in dealing with the Ombudsman's investigation in respect of that part of the complaint which concerns the Agent.
- 20.2. In the event of an award by the Ombudsman where the Landlord is at fault, the Landlord will reimburse the Agent for the cost of any compensation awarded in respect of the Landlord's breach together with any expenses reasonably incurred by the Agent in dealing with the Ombudsman's investigation in respect of the part of the complaint which concerns the Landlord.

21. Default and Termination



Default



- 21.1. For the purposes of this clause 21 a "Default Notice" means a notice served by the Landlord on the agent pursuant to clause 21.2
- 21.2. If either party materially breaches or significantly fails to perform or observe any of its obligations or conditions in the Agreement, the other party may serve a notice in writing on the party in breach which sets out the details of the breach or failure in question and requires the same to be remedied within a reasonably specified period to the other's reasonable satisfaction.
- 21.3. If the party in breach fails to comply with the Default Notice within the period specified in the Default Notice, the other party may terminate this Agreement in accordance with the following termination clauses at 21.4 unless:
 - 21.3.1. The Default Notice has been withdrawn; or
 - 21.3.2. The party in breach has disputed the Default Notice in question and such dispute has been referred for determination under clause 19 which determination is still awaited.

Termination



This agreement may be terminated as follows:

- 21.4. By either party by written notice if the other should be formally dissolved or cease operation or in the case of the Landlord have its registration under the Housing Act 1996 withdrawn by the Homes and Communities Agency (HCA)
- 21.5. By the Landlord or the Agent giving 6 months written notice if the support contract is terminated.

- 21.6. By either party giving 3 months written notice where the other party fails to comply with a term of the agreement and this cannot be resolved through liaison meetings or the Disputes procedure outlined in 19 above.
- 21.7. By either party by 3 months written notice if the other has failed to remedy a breach of obligations within a period of 1 month of either party having given written notice of the breach.
- 21.8. On the expiry of one year's written notice given by either party to the other.
- 21.9. In the event of gross or fundamental breach of this agreement by the service of one week's written notice by one party on the defaulting party. 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 well-being of the Occupants.

Upon termination:

- 21.10. there will be a full accounting between the parties hereto and apportioned payments or repayments will be made of all money paid in advance or arrears on a time basis.
- 21.11. and where there is no agreement in place that the Project will continue, the Landlord will use its best endeavours to provide or procure alternative accommodation for the Occupants.
- 21.12. If after the Agent has vacated the Properties following the termination of this Agreement any property of the Agent remains at the Properties, and the Agent fails to remove it within 14 days after being requested in writing by the by the Landlord to do so, the Landlord may sell such property and hold the proceeds of sale, after deducting costs and expenses of removal, storage and sale reasonably and properly incurred by it, to the order of the Agent
- 21.13. AND such termination will be without prejudice to the rights of the parties in respect of any breaches which shall have arisen prior to termination (including, without limitation, those which shall have resulted in the termination).

22. TUPE



- 22.1. When this Agreement ends the Agent shall provide the Landlord with such information as the Landlord may reasonably require in order to comply with the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). The Agent agrees that this information may be shared with potential alternative agents in situations where TUPE might apply. The Agent undertakes to indemnify the Landlord against any costs damages or expenses arising in the event of such information being erroneous subject to the provisions of this sub-clause the Landlord shall indemnify the Agent against any costs damages or expenses arising out of or in connection with the provisions of TUPE when this Agreement ends.
- 22.2. The Agent shall indemnify the Landlord against any costs, losses or liabilities incurred by the Landlord in respect of any employees who become employed by the Landlord or another Agent by operation of law

and which relate to any period of time prior to the termination of this agreement.

23. VAT



- 23.1. If Value Added Tax becomes payable in relation to services provided in accordance with this agreement the parties shall agree how the costs shall be accounted for.

24. Definitions and Interpretation



24.1. Definitions

In this agreement the following expressions will have the following meanings:

Expression	Definition
'Financial Year'	Means from 1 st April to 31 st March in each calendar year
'Housing Management Services'	The services provided to Occupants by the Agent on behalf of the Landlord and set out in schedule 2
'Notice'	Any notice received by either party from any source [excluding notices seeking possession] which relates to the Property, the Occupants or the Project.
'Licence/tenancy'	An agreement entered into by each of the Occupants in accordance with the form of a licence/tenancy agreement as provided by the landlord
'Occupants'	Persons accommodated at the Property who satisfy the selection criteria set out in Schedule 5 and who enter into a licence/tenancy.
'Project'	The entirety of the undertaking regulated by this agreement and this may include more than one scheme
'Property'/'Properties'	The Property or properties more particularly described in Schedule 1
'Rent Plan'	The policy published from time to time by the Landlord in accordance with Guidelines set by the housing regulator.
'Service Charge'	The amount payable under the terms of the Licence/tenancy for the services referred to in the Licence/tenancy.
'SPG'	Supporting People Grant or any equivalent grant which replaces or supplements it.

Expression	Definition
'Administering Authority'	Means, in respect of a particular local government area: <ul style="list-style-type: none"> ▪ where the council for that area is a unitary authority, the unitary authority; and ▪ where the council for that area is not a unitary authority, the council for the county or London borough, the City of London or the Isles of Scilly
The Housing Regulator	This is currently the Homes and Communities Agency (HCA) and applies to it and any successor bodies.
'Unit'	A room, set of rooms or bedspace at the Property capable of being the subject of a Licence/tenancy.

24.2. Interpretation

- 24.2.1. Words importing the singular will where appropriate, include the plural and vice versa and words importing the masculine will where appropriate, include the feminine and vice versa.
- 24.2.2. References to any legislative provision, will be deemed to include references to any further legislation for the time being in force 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.
- 24.2.3. The headings in this agreement are for information only and do not form part of or affect the construction of this agreement.
- 24.2.4. The Schedules are part of this agreement and will have full force and effect as though expressly set out in the body of this Agreement save that if there is a conflict between the body of this agreement and a Schedule the body of the agreement prevails.
- 24.2.5. All references to clauses refer to clauses in this agreement.

25. Notices



- 25.1. Any notice required or authorised by this agreement to be served or given by any party will be sufficiently served or given if it is sent by recorded delivery post addressed to the other party at its address recorded in this agreement at clause 1 and proof of posting will be sufficient proof of service in the forenoon on the second day following the day of posting.

26. Declarations



Signed on behalf of

	The Landlord	The Agent
Signature	<div></div>	<div></div>
Name:	<div></div>	<div></div>
Position:	<div></div>	<div></div>
Date:	<div></div>	<div></div>