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| Dated [DATE] |
| 1. ANCHOR HANOVER GROUP 2. [ENTER CARE PROVIDER NAME] | |
| Cooperation Agreement |
| relating to the delivery of care services at Anchor Hanover scheme premises:  [SCHEME NAME, NUMBER AND ADDRESS] |

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**THIS AGREEMENT** is made on [INSERT START DATE OF THIS AGREEMENT]

**BETWEEN**

1. **ANCHOR** **HANOVER GROUP** a charitable housing association registered as a society under the Co-operative and Community Benefit Societies Act 2014, No. 7843 and registered with the Regulator of Social Housing, No. LH4095 whose principal address is The Heals Building, Suites A & B, 3rd Floor, 22-24 Torrington Place, London, WC1E 7HJ (**“Anchor Hanover”**); and
2. **[INSERT CARE PROVIDER DETAILS]** (registered number [INSERT]) whose registered office is at [INSERT ADDRESS] (**the “Care Provider”**)

each a “Party” and together the “Parties”.

**BACKGROUND**

1. The Care Provider is engaged by a Local Authority to provide care services to individuals who reside at the Anchor Hanover Property.
2. The Care Provider requires access to the Anchor Hanover Property to deliver the care services to the Anchor Hanover residents in cooperation with Anchor Hanover, so that an integrated housing and care service can be provided for residents.
3. The Parties have decided to enter into this Agreement to set out the terms upon which the Care Provider will have access to the Anchor Hanover Property in conjunction with the terms of the Lease.

**OPERATIVE PROVISIONS**

1. Interpretation
   1. The definitions and rules of interpretation in this clause apply in this Agreement:

|  |  |
| --- | --- |
| **Anchor Hanover Property** | means the Anchor Hanover premises at which the Care Provider delivers the Services to Service Users under the Care Contract as set out at **Schedule 1**; |
| **Authorised Officer** | means a person designated as such by Anchor Hanover from time to time as notified in writing to the Care Provider to act as the representative of Anchor Hanover for all purposes connected with the Services and the Care Provider’s use of the Anchor Hanover Property, including any authorised representative of such person; |
| **Business Day** | a day (other than a Saturday, Sunday or public holiday) when clearing banks in England are open for the transaction of normal banking business; |
| **Care Contract** | the agreement dated [INSERT START DATE OF THE CARE CONTRACT] made between the Care Provider and the Local Authority that sets out the terms upon which the Services are delivered by the Care Provider at the Anchor Hanover Property; |
| **Commencement Date** | the date of this Agreement; |
| **Confidential Information** | 1. all commercial, technical, financial and other information of whatever nature and in whatever form (whether written, oral, visual, recorded, graphical, electronic or otherwise) relating to the business, technology or other affairs of the Care Provider or Anchor Hanover or its employees, consultants, advisors, representatives or sub-contractors; and 2. any systems, ideas, concepts, know-how, techniques, drawings, specifications, blueprints, tracings, diagrams, models, functions, designs and capabilities (including computer software, data and hardware used in conjunction with such software, business procedures, manufacturing processes or other information embodied in drawings or specifications) and any other intellectual property of the Care Provider or Anchor Hanover or its employees, consultants, advisors, representatives or sub-contractors; and 3. all personal data as defined by the General Data Protection Regulation EU) 2016/679 (**GDPR**) which relates to a living individual who can be identified from such data, and/or from such data and other such information which is in the possession of, or is likely to come into possession of the Care Provider and includes any expression of opinion about an individual and any indication of the intentions of the Care Provider in respect of an individual relating to the Service Users; |
| **Data Protection** | the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and any and all subordinate legislation made thereunder and any and all primary and secondary legislation for the time being re-enacting, consolidating or modifying the same; |
| **Force Majeure** | any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; act or threat of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made; |
| **Good Industry Practice** | using standards, practices, methods and procedures conforming to all applicable legal requirements and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances; |
| **Guidance** | any applicable guidance, code of practice or directions issued by a Relevant Authority with which the Care Provider is bound to comply pursuant to the requirements of any Legislation, and any guidance and/ or key performance indicators issued by the Homes and Communities Agency and/or the Tenant Services Authority, or any successor bodies, from time to time as applicable to the type of accommodation equivalent to the Anchor Hanover Properties; |
| **Homes and Communities Agency** | the Homes and Communities Agency (as defined in Section 1 of the HRA); |
| **HRA** | the Housing and Regeneration Act 2008; |
| **Lease** | the lease to be entered into between the Parties with respect of the Anchor Hanover Property as set out at **Schedule 2**; |
| **Legislation** | in relation to the United Kingdom:   1. any Act of Parliament; 2. any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 including any subordinate legislation under the 2000 Act; 3. any exercise of the Royal Prerogative; and 4. any enforceable community right within the meaning of section 2 of the European Communities Act 1972; |
| **Licence** | the licence entered into between the Parties with respect of the Anchor Hanover Property as set out at **Schedule 3**; |
| **Local Authority** | [INSERT NAME OF CARE COMMISSIONING AUTHORITY]; |
| **Loss** | means any loss, claims, demands, actions, costs, expenses or liabilities; |
| **Necessary Consents** | all approvals, permissions, consents, licences, certificates and authorisations (whether statutory or otherwise) which are required for the purposes of carrying out the obligations of the Care Provider in connection this Agreement whether required in order to comply with Legislation or as a result of the rights of any third party or otherwise; |
| **Registered Provider** | any entity appearing in the register of providers of social housing maintained by the Tenant Services Authority pursuant to section 111 of the HRA; |
| **Relevant Authority** | any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union; |
| **Request** | a request for information or an apparent request for information under the Code of Practice on Access to Government Information, FOIA or the EIR; |
| **Service User** | means those residents in occupation of the residential units at the Anchor Hanover Property for whom the Care Provider is delivering the Services from time to time; |
| **Services** | the care services provided to the Service Users by the Care Provider at the Anchor Hanover Property in accordance with the Care Contract; |
| **Tenancy Agreements** | means the terms of occupation of each Service User which shall be the most recent form of tenancy agreement applicable to the accommodation to be let; |
| **Tenant Services Authority** | the Tenant Services Authority and any statutory successor carrying out the function of the Regulator of Social Housing (as defined in Section 81 of the HRA); |
| **Term** | a term of [INSERT NUMBER OF YEARS] years from the Commencement Date and due to end on [INSERT CONTRACT END DATE] |

* 1. The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.
  2. Unless the context otherwise requires, references to the singular include the plural and vice versa and references to any gender include every gender.
  3. References to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
  4. Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

1. TERM

This Agreement shall commence on the Commencement Date and (subject to any earlier lawful termination) remain in force for the Term.

1. COOPERATION OF THE PARTIES
   1. The Parties shall cooperate in good faith and at all times shall work together to:
      1. promote the best interests of the Service Users;
      2. develop compatible and effective working practices, via mutual co-operation and regular consultation;
      3. avoid misunderstandings and ensure that the Services and the housing related support for the Service Users at the Anchor Hanover Property are managed in an efficient, safe and competent manner at all times;
      4. develop and implement formal procedures to resolve and conciliate about any complaints, disagreements or disputes which shall arise between them;

in each case with the shared objective of enabling the Parties to deliver their respective obligations under the terms of the Care Contract and the Tenancy Agreements in as efficient a manner as is reasonably practicable AND in the event of any conflict between the terms of the Care Contract and the terms of the Tenancy Agreements (in so far as the same are required to be performed by Anchor Hanover) the latter shall prevail.

* 1. The Parties will ensure there is effective communication between them during the Term and both Parties will meet on a weekly basis (or such other period as is agreed between the Parties) to review the working relationship between the Parties.
  2. Each Party acknowledges that the other Party has the right and the duty to:
     1. be given sufficient information as to events taking place at the Anchor Hanover Property, works being undertaken at or within it (which each of the Parties shall use all reasonable endeavours to accommodate within the provision of their services) or any change to the services being provided, either temporarily or permanently;
     2. advocate on behalf of Service Users;
     3. monitor the Services;
     4. ensure the delivery of co-ordinated housing management and care services to Service Users.

1. EXCLUSIVE USE OF ANCHOR HANOVER PROPERTY
   1. The Care Provider shall have the exclusive use of that part of the Anchor Hanover Property as is referred to in the Lease, under its terms.
2. SHARED USE OF ANCHOR HANOVER PROPERTY
   1. The Care Provider shall have the shared use of that part of the Anchor Hanover Property as is referred to in the Licence, under it terms**.**
3. CONDUCT OF CARE PROVIDER STAFF AT THE ANCHOR HANOVER PROPERTY
   1. The Care Provider shall ensure that any staff or volunteers that they employ or engage at the Anchor Hanover Property:
      1. shall not corruptly solicit or receive any bribe or other consideration from any person, or fail to account for monies or property received in connection with the Services;
      2. shall not be uncivil to persons encountered in the course of work;
      3. shall not act in a manner reasonably likely to bring discredit upon Anchor Hanover or to cause nuisance or annoyance to Anchor Hanover’s staff or the Service Users;
      4. shall not seek access to any part of the Anchor Hanover Property that is the subject of a Tenancy Agreement, unless in accordance with the terms of the Care Contract, and then only with the express consent of the relevant Service User;
      5. shall maintain proper standards of appearance and deportment whilst at work;
      6. shall not at any time be on duty under the influence of alcohol or drugs;
      7. shall on being charged with any criminal offence which would affect their suitability to work with the Service Users, notify Anchor Hanover immediately;
      8. shall not neglect, nor without due and sufficient cause omit, to discharge promptly and diligently a required task within the terms of this Agreement;
      9. shall not misuse or abuse Anchor Hanover’s property nor the property of any Service User;
      10. shall not smoke while on the Anchor Hanover Property, except in those areas (if any) where smoking is expressly permitted by Anchor Hanover; and
      11. shall treat all Service Users with consideration and respect and aim to ensure dignity, privacy and independence and treat personal information and data sharing in line with your obligations under the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR) as detailed in clause 17.
   2. The Care Provider shall if required by Anchor Hanover provide its employees with a form of identification that is acceptable to Anchor Hanover and which employees shall display on their clothing at all times when they are at the Anchor Hanover Property.
   3. Unless negligent Anchor Hanover shall not be liable for loss of, or damage to, the personal property of Care Provider’s staff or volunteers.
4. STANDARD OF CARE PROVIDER PERFORMANCE
   1. The Care Provider will at all times comply with and meet all the requirements of:
      1. this Agreement;
      2. the Care Contract;
      3. not used;
      4. Good Industry Practice relevant to the Services provided and in line with the requirement of the Local Authority’s Care Contract;
      5. the Tenancy Agreements;
      6. Guidance;
      7. all Necessary Consents; and
      8. all applicable Legislation.
5. AUTHORISED REPRESENTATIVES
   1. Anchor Hanover shall:
      1. ensure that an appropriate officer in Anchor Hanover is designated as the Authorised Officer in order to promote a close working relationship between the Parties;
      2. notify the Care Provider of the name and contact telephone number of the Authorised Officer;
      3. promptly notify the Care Provider of any change to the Authorised Officer and/or their contact details.
   2. The Care Provider shall nominate a suitably qualified and experienced member of its staff to act as the Care Provider’s representative (the **“Care Provider Representative”**) for the purposes of this Agreement and to act as the Care Provider’s principal point of contact for the Authorised Officer.
   3. The Care Provider shall use its reasonable endeavours to ensure that its staff (including the Care Provider Representative) liaise in a professional and open manner with Anchor Hanover and that they immediately notify the Authorised Officer of any significant events in relation to the Services and the Service Users, including: -
      1. if any Service User suffers any accident or injury whilst they are living in accommodation at the Anchor Hanover Property;
      2. if the Care Provider receives any complaints about the Services, or any of the Service Users, from either the owners or occupiers of any property neighbouring the Anchor Hanover Property, or any other third party (subject to the relevant Service User(s) first giving their consent, which the Care Provider shall use its reasonable endeavours to obtain without delay) and notwithstanding the fact that the Care Provider will adhere to its adopted rigorous internal procedure.
   4. If either, any part of the Anchor Hanover Property, or any unit of a accommodation at the Anchor Hanover Property, which is accessed by the Care Provider, is substantially damaged or destroyed so as to be unfit for habitation or use, then the Care Provider shall inform Anchor Hanover within two (2) Business Days of the occurrence in question, stating on what date the damage or destruction in question has occurred, what it amounts to and which parts of the Anchor Hanover Property have been affected.
6. COMPLAINTS
   1. Anchor Hanover shall be responsible for dealing with complaints that relate to the provision of accommodation to the Service Users. The Care Provider shall not deal with any such complaints, and shall refer the same to Anchor Hanover if any come to their attention.
   2. Anchor Hanover shall be responsible for dealing with all complaints from Service users that are made about the Anchor Hanover Property or other Service Users or occupants of the Anchor Hanover Property, whether by (without limitation) any of the Service Users (or any person acting on their behalf), or by any third party.
   3. The Care Provider shall be responsible for dealing with all complaints that are made about the Services, whether by (without limitation) any of the Service Users (or any person acting on their behalf), or by any third party. Anchor Hanover shall not deal with any such complaints, and shall refer the same to the Care Provider if any come to their attention.
   4. Both Parties will record all complaints of any nature, received from whatever source and shall maintain up to date and comprehensive written records of the following information:
      1. the name/address of each complainant and the date each complaint is made;
      2. details of each complaint and the measures which have been taken by the Anchor Hanover/the Care Provider (and when) to investigate each complaint and to remedy any complaint which is substantiated (whether wholly or in part).
   5. The Care Provider shall immediately inform Anchor Hanover (in writing) of any complaint which has been made to the Care Provider about either any Service User or the Anchor Hanover Property.
   6. Anchor Hanover shall immediately inform the Care Provider (in writing) of any complaint which has been made to Anchor Hanover about the Services.
7. CLAIMS
   1. Where relevant to the Services provided by the Care Provider, the Care Provider shall forthwith notify Anchor Hanover immediately in writing of any legal proceedings alleging statutory nuisance or seeking damages for failure to comply with the terms of any Tenancy Agreement, whether on behalf of a Service User or any third party.
   2. The Care Provider and its employees shall provide to Anchor Hanover any relevant information in connection with any legal inquiry, arbitration or court proceedings in which Anchor Hanover may become involved, arising out of the provision of the Services, and Anchor Hanover shall give evidence in such inquiries, arbitrations, proceedings or hearings.
   3. If the Care Provider or any of its employees become aware of any incident, accident or other matter which may give rise to a claim or legal proceedings due to the provision of, or failure to provide the Services, it shall notify Anchor Hanover immediately in writing.
   4. All the relevant information must be supplied by the Care Provider to enable Anchor Hanover to investigate the matter referred to in **clause 10.2** fully. Such information provided or assistance rendered pursuant to the obligation above, in whatever form, shall be at no cost to Anchor Hanover.
8. HEALTH AND SAFETY
   1. While at the Anchor Hanover Property, the Care Provider shall comply, and shall ensure that its employees comply with, the requirements of relevant health and safety and other relevant Legislation, including regulations and codes of practice issued thereunder, and with the Anchor Hanover Policies and procedures (Contact Anchor Hanovers Scheme Manager for details).
   2. The Care Provider’s staff shall follow a system of accident recording in accordance with Anchor Hanover’s accident recording procedure and the Care Provider’s own accident reporting procedures.
   3. All notifiable accidents shall immediately be brought to the attention of the Authorised Officer including where applicable the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR).
   4. The Care Provider shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify Anchor Hanover of any change in the Care Provider's working practices or other occurrences likely to increase such risks or to cause new hazards.
   5. The Care Provider’s staff shall be trained by Anchor Hanover and the Care Provider to recognise situations which involve an actual or potential hazard including:
      1. danger of personal injury to any person at the Anchor Hanover Property; and
         1. where possible, without personal risk, make safe any such situation; or
         2. report any such situation to the Authorised Officer;
      2. fire risks and fire precautions and procedures including attendance at fire lectures/drills in accordance with the Anchor Hanover policies (Contact Anchor Hanovers Scheme Manager for details);
      3. security;
      4. risk management;
      5. major incident.
   6. The Care Provider shall provide such first aid facilities and ensure that his staff abide by such first aid procedures as shall be required by Anchor Hanover or any as detailed in the Care Contract Specification.
   7. The Care Provider shall at any time ensure that the equipment used and procedures operated conform to Anchor Hanover’s fire policy.
   8. The Care Provider shall co-operate with Anchor Hanover’s fire, security and safety advisors and insurers and shall comply with their reasonable instructions.
   9. The Care Provider if applicable will comply with the Control of Substances Hazardous to Health (COSHH) Regulations and COSHH hazard management and control.
9. DISPUTE RESOLUTION PROCEDURE
   1. The Parties shall use all reasonable endeavours to negotiate in good faith and settle any dispute (excluding disputes with its own staff) or difference that may arise between the Parties in relation to this Agreement before resorting to litigation (**“Dispute”**).
   2. If the Dispute is not settled through discussion between the Authorised Officer and representative and the Care Provider’s representative within a period of 5 Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (**“Senior Personnel”**) of each of the Parties for resolution.
   3. If the Dispute is not resolved within 10 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (**“Notice”**) that a structured mediation or negotiation be entered into with the assistance of a mediator.
   4. The Parties shall attempt to settle the Dispute by mediation in accordance with the model mediation procedures published by the Centre for Effective Dispute Resolution, CEDR Solve (“CEDR”). To initiate mediation, a Party must give notice in writing (the **“Mediation Notice”**) to the other Party to the Dispute in accordance with **clause 23**.
   5. The Parties will seek to agree the appointment of a mediator but, failing agreement within 20 Business Days of the service of the Mediation Notice, either Party may ask CEDR to appoint a mediator.
   6. If either Party refuses at any time to participate in the mediation procedure and in any event if the Dispute is not resolved within 40 Business Days of the service of the Mediation Notice, then either Party may service notice in accordance with **clause 14.1.4**.
10. INDEMNITY AND INSURANCE
    1. The Care Provider will indemnify and keep indemnified and hold harmless Anchor Hanover from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, Loss, damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Anchor Hanover incurs or suffers as a result of any acts or omissions of the Care Provider, its agents, its or their employees, agents or subcontractors.
    2. The Care provider will where such cover is available in the UK insurance market at commercially acceptable rates, maintain contents, professional indemnity and public liability/third party and employer’s liability insurance throughout the period commencing from the date of this Agreement and ending no earlier than the expiry of Care Contract and only once the Care Provider has stopped delivering the Care Services to all the Service Users at the Anchor Hanover Property and six years from the expiry of this Agreement (howsoever determined) and in the amount of not less than £5,000,000 for any one occurrence or series of occurrences arising out of one event and (subject to that) for so long as and to the extent necessary to cover their liabilities under this agreement.
11. TERMINATION OF THIS AGREEMENT
    1. Either Party shall be entitled, without prejudice to any other rights or remedies available to it under or in connection with this Agreement, to terminate this Agreement forthwith by notice in writing to the other:
       1. if the other Party commits a material breach of any of its obligations under this Agreement which is capable of remedy and does not remedy such breach within 20 Business Days after written notice has been given to it requiring the breach to be remedied;
       2. if the other Party commits an irremediable material breach of any of its obligations under this Agreement;
       3. if the other Party has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding-up (save for the purpose of a solvent restructuring) or a court makes a winding up order in respect of it or it enters into any composition or arrangement with creditors (other than relating to a solvent restructuring) or it ceases to carry on business;
       4. if any of the circumstances set out in **clause 12.6** shall occur;
       5. if the Tenant Services Authority or the Homes and Communities Agency or the Care Quality Commission so directs;
       6. If the Lease and/or Licence terminates for any reason whatsoever.
12. EFFECT OF TERMINATION
    1. The termination or expiration of this Agreement shall not relieve any Party of any obligation under this Agreement which is expressed or which by implication is intended to continue after such termination or expiration.
    2. On and after the termination or expiration of this Agreement the Parties shall each provide, where necessary, reasonable access to the other to each other’s premises for the purposes of ensuring an orderly termination of the arrangements made between the Parties under this Agreement and to allow Anchor Hanover to continue to receive the Services from another provider or, at the Care Provider’s discretion, from the Care Provider, subject to payment by Anchor Hanover of the costs of the Services after the date of termination.
    3. Following the expiry or termination of this agreement for whatever reason:
       1. the following provisions shall continue in force: **clauses 1, 12, 13, 14 and 17** together with any other provisions which expressly or impliedly continue to have effect after expiry or termination of this Agreement; and
       2. all other rights and obligations shall immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to termination of the Agreement.
13. FORCE MAJEURE
    1. The Parties to this Agreement shall not be deemed to be in breach of this Agreement or otherwise liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure.
    2. If either Party’s performance of its obligations under this Agreement is affected by Force Majeure, then:
       1. it shall give written notice to the other Party, specifying the nature and extent of the Force Majeure, within 10 Business Days of becoming aware of the Force Majeure, and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure;
       2. subject to the provisions of clause 16.2.4, the date of performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and
       3. it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure;
       4. if the Force Majeure in question prevails for a continuous period in excess of 60 Business Days after the date on which the Force Majeure begins, the other Party is then entitled to give notice in writing to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 10 Business Days after the date on which the notice to terminate is given. Once the notice to terminate has been validly given, this Agreement will terminate on the termination date set out in the notice.
14. CONFIDENTIALITY AND ANNOUNCEMENTS
    1. In line with our responsibilities under all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (GDPR) each Party shall keep, and shall procure that its staff, agents and sub-contractors shall, keep secret and confidential the personal information and any other information (whether or not technical) of a confidential nature which has been communicated to them by the other Party either before the execution of, or as result of, this Agreement and undertakes that it shall not, and it shall procure that its staff, agents and subcontractors shall not, disclose the same (or any part of it) to any other person.
    2. Neither Party shall make any announcement relating to this Agreement or its subject matter without the prior written approval of the other Party except as required by law or by any legal or regulatory authority.
15. FREEDOM OF INFORMATION
    1. The Care Provider acknowledge that Anchor Hanover may be or become subject to the requirements of the FOIA and the EIR and the Care Provider shall assist and cooperate with Anchor Hanover (at the Care Provider’s expense) to enable Anchor Hanover to comply with these Information disclosure requirements.
    2. The Care Provider shall and shall procure that all Care Provider Parties shall:
       1. transfer any Request to Anchor Hanover as soon as practicable after receipt and in any event within 5 Business Days of receiving a Request;
       2. provide Anchor Hanover with a copy of all Information in its possession or power in the form that Anchor Hanover requires within 10 Business Days (or such other period as Anchor Hanover may specify) of Anchor Hanover requesting that Information; and
       3. provide all necessary assistance as reasonably requested by Anchor Hanover to enable Anchor Hanover to respond to a Request within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the EIR.
    3. Anchor Hanover shall be responsible for determining at its absolute discretion whether any Information:
       1. is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; or
       2. is to be disclosed in response to a Request, and in no event shall the Care Provider respond directly to a Request unless expressly authorised to do so by Anchor Hanover.
    4. The Care Provider acknowledges that Anchor Hanover may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:
       1. without consulting with the Care Provider, or
       2. following consultation with the Care Provider and having taken its views into account.
    5. The Care Provider shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit Anchor Hanover to inspect such records as requested from time to time.
16. ASSIGNMENT AND SUBCONTRACTING
    1. Anchor Hanover may at any time assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the Care Provider under or in connection with this Agreement) or delegate the burden of this Agreement. The Care Provider may not assign the benefit nor delegate the burden of this Agreement without the prior written consent of Anchor Hanover (such consent not to be unreasonably withheld).
17. SEVERANCE

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

1. FURTHER ASSURANCE

Each Party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution of documents and doing of such things that are required to give full effect to this Agreement and the transactions contemplated by it.

1. VARIATION AND WAIVER
   1. A variation of this Agreement shall be in writing and signed by or on behalf of each Party.
   2. Any waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party and it applies only in the circumstances for which it is given.
   3. Anchor Hanover’s failure or delay in exercising any right, power or remedy under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it.
   4. No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
2. NOTICES
   1. Any notice given to a Party under this Agreement:
      1. shall be in writing and in English;
      2. shall be signed by or on behalf of the Party giving it;
   2. shall be sent to the Party for the attention of the person at the address specified in this clause (or to such other person or to such other address as that Party may notify to the others, in accordance with the provisions of this **clause 23**) and shall be delivered personally or sent by pre-paid first-class post or recorded delivery. For the avoidance of doubt a notice shall not be deemed to be validly served if served solely by fax or e-mail.
   3. The addresses for delivery of a notice are as follows:
      1. Anchor Hanover:

address: Anchor Hanover Group, The Heals Building, Suites A & B, 3rd Floor, 22-24 Torrington Place, London, WC1E 7HJ

for the attention of: [INSERT NAME OF REGIONAL HEAD]

* + 1. the Care Provider:

address: [INSERT]

for the attention of: [INSERT]

* 1. A notice is deemed to be received:
     1. if delivered personally, at the time of delivery; or
     2. if sent by pre-paid first-class post or recorded delivery, 9.00 am on the second Business Day after posting;
  2. For the purposes of this **clause 23**, if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.00 pm on a Business Day), the notice is deemed to have been received at the opening of business on the next Business Day in the place of receipt.

1. WHOLE AGREEMENT
   1. This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
   2. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement, provided always that nothing in this clause shall limit or exclude any liability for fraud.
2. THIRD PARTY RIGHTS

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to this agreement, but this does not affect any right or remedy of a third Party which exists or is available apart from under that Act.

1. GOVERNING LAW AND JURISDICTION

This Agreement, and any non-contractual obligations arising out of or in connection with it, will be governed by English law and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with it.

**Executed as a Deed by Anchor Hanover Group in the presence of:**

**Authorised Signatory**………………………………………………………………..

**Print Name**…………………………………………………………………………………..

**Date**………..……………………………………………………………..……………………..

**Authorised Signatory**………………………………………………………………..

**Print Name**…………………………………………………………………………………..

**Date**………..……………………………………………………………..……………………..

**SIGNED by**:………………………………………………………………………………….

**duly authorised to sign for and on behalf**

**of** **[INSERT CARE PROVIDER DETAILS]**

**Print Name of Authorised Signatory:**…………………………………….

**Date**………..……………………………………………………………..……………………..

**in the presence of**,

**Witness Signature**:…………………………………………………………………….

**Witness Name**:……………………………………………………………………………

**Witness Address**:……………………………………………………………………….

……………………………………………………………………………………………………….

.........................................................................................

**Witness Occupation**:………………………………………………………………….

**Date**………..……………………………………………………………..……………………..

1. SCHEDULE 1

[INSERT SCHEME NAME AND ADDRESS]

1. SCHEDULE 2

Lease (attached)

1. SCHEDULE 3

[INSERT N/A IF THE LICENCE IS NOT USED]

SCHEDULE 4

Operational Protocol (attached)