

DYNAMIC PURCHASING SYSTEMS AGREEMENT DATED

BETWEEN

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
SOUTHWARK**

AND

[Insert name of Provider]

**Dynamic Purchasing System for the Provision of
Temporary Accommodation Services**

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THIS AGREEMENT is made the day of

BETWEEN

(1) **The Mayor and Burgesses of The London Borough of Southwark** of 160 Tooley Street, London SE1 2QH ('the Council'); and

(2) [of] ('the Provider')

Together known as "the Parties".

WHEREBY IT IS AGREED as follows: -

1. **Introduction**

Introduction and Definitions

- 1.1 This is contract between the "Provider" and the Council. It sets out the specification and process for the provision and management of Nightly Paid Accommodation (NPA) and Leased Temporary accommodation (TA) hereafter called "the Property".
- 1.2 The Provider will, following the acceptance of the property submission, provide the Property and the Council will make the allocation to a single household or family.
- 1.3 The accommodation is required to meet the Minimum Property Standards (Appendix 1) and the Southwark Home Standard (Appendix 1a) and have good access to local amenities and public transport and deemed suitable for a single household and or family who may be moving away from SE London.
- 1.4 The Council permitted to use the DPS which will be re-opened for new providers on a quarterly basis to ensure continuous supply and value for money.
- 1.5 The following definitions shall apply:

- Authorised Officer** means the Council's representative as defined in the contract (AO)
- Booking Form** means the form used by the Council to book a unit of accommodation via the DPS portal
- Breach** Means a failure to comply with the term of this contract and attached standards and specifications in relation to the Provider's and the Council's responsibilities
- Call-Off Contracts** means specific contracts awarded by the Council under the terms of the DPS agreement
- DPS** means the Council's dynamic purchasing system consisting of Providers who have been approved by the Council to tender for contracts to provide and manage temporary accommodation for the Council

Equalities

Legislation:	means all legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, sex, marital or civil partnership status, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation, temporary or part-time status in employment or otherwise including, without limitation, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any preceding, successor or amending Legislation concerning the same.
Equivalent Hourly Rate	means the hourly wage paid to an employee and calculated using the same method as prescribed by the National Minimum Wage Act 1998 and related applicable law to assess whether an employee is at any time receiving the national minimum wage (as identified in that Act).
Head Lease	means the lease vesting the Property in the Landlord and out of which the Term is hereby granted
Host Borough	means the authority in which the accommodation is located
ITP	means an invitation to participate issued by the Council inviting the parties on the DPS to tender for specific Call-Off Contracts.
Law	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Provider is bound to comply
Landlord	means the Council
Lease Agreement	means the contractual agreement for a Property entered into between the Council and the Provider in the form supplied by the Council.
Lease Payment	means the Lease Agreement payments due from the Council to the Provider under the Lease Agreement.
License Agreement	means the form of tenure for the occupation of NPA or TA provided under s188 of the Housing Act 1996 Part VII pending a decision by the Council.
London Living Wage	means the most recently identified London Living Wage hourly figure (or equivalent set figure(s)) published from time to time by the Greater London Authority or any successor body with responsibility for setting this figure.
Management Agreement	means the management agreement (to use with the Lease Agreement) for a Property setting out the contractual terms governing the management obligations on all parties as set hereunder and within the Call-Off Terms and Conditions.
Necessary Consents	means all approvals, certificates, authorisations, permissions, licenses, permits, regulations and consents necessary from time to time for the performance of the Service including without limitation all specific consents set out this Agreement.

Non Secure Tenancy	means the agreement by the Occupier and the Council as a result of the Council determining that it has a duty to accommodate under Section 193 of the HA Act 1996 Part VII
Notice of Availability	means a notification on the DPS, by the Provider, confirming that the property is available to let or re-let and complies with the Standard as of a specific date
Occupier	means the household allocated by the Council and notified to the Provider for the property in accordance with the terms of the Management Agreement
Property	means a property, self-contained or room to be shared within it provided by the Provider which conform to the requirements set out in the Southwark Home Standard
Property Class	means interim or emergency accommodation charged at nightly rates, and “s193” temporary accommodation charged at the monthly rate
Property Owner	means the landlord named in the Head Lease or other person in whom the reversion immediate expectant upon the determination of the Head Lease is vested from time to time
Provider	means a service provider appointed a place on the DPS
Provider’s Compliance	means the detailed proposal and procedural compliance of the management standards by the Provider that meets the requirements of the Contract and approved by the Council as part of the tender
Provider Entry Guide	means the Access Adam application guide
Provider’s Representative	means the Provider’s representative as defined in the contract (PR)
Ready to Let Date	means the date on which the property has been certified as meeting the Standard of this Agreement and is ready to let
Real Living Wage	means the most recently identified Real Living Wage hourly figure applicable across the UK outside of London (or equivalent set figure(s)) published from time to time by the Living Wage Foundation) or any successor body with responsibility for setting this figure.
Relevant Staff	means all employees and other staff (including without limitation temporary and casual workers and agency staff as defined by Regulation 3 of the Agency Workers Regulations 2010 as amended by the Agency Workers (Amendment) Regulations 2011, and whether such staff are engaged or employed on a full or part time basis, but not including unpaid volunteers, interns or apprentices), who are employed or engaged on the Services for 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year
Rent	means the rates for nightly use and weekly use agreed by the parties in writing
Safety Standards	means the minimum safety standards that are met on submission of an ITT.
Southwark’s Good	

Homes Standard	means the property standard for all units provided to the Council irrespective of location (hereafter called the Standard)
Specification	means the Minimum Property Standard and Southwark's Good Homes Stands applying to; Private Sector Leasing specification and Nightly Let Accommodation
Supply and Placements Team	means the team within the Council responsible for the allocation of housing to eligible households
Term	means the period of the lease of three or five years
Void Period	means the period during which the property has not been let or is not available for letting
Welcome Pack	means the information pack to be made available to all new Occupiers
Working Day	means any day other than a Saturday or Sunday or public holiday in England
Working Hours	means the hours from 9.00am to 5.00pm Monday to Friday and excluding public holidays in England
Working Hours (outside)	means the hours from 5.00pm to 9.00 the following day Monday to Friday, all week-ends and public holidays in England

2. **Property submission and notification process**

- 2.1 The process of making a property available to the Council will be as set out in the Provider Entry Guide or otherwise as advised by the Council through the DPS.
- 2.2 In practice this will mean that the Provider will make their properties available via DPS which will need to be visible to the Council. Should the council decide it is minded to require the property, it shall reserve it and commence any negotiation on the rates and verify compliance with the lease/contract and standards/specifications. Before entering into a contract for the property, a confirmation notification will be sent to the Provider. A list of all properties that have been notified to the AO that do not yet have a signed up Occupier will be visible on the DPS.

3. **Property Standards**

All properties shall meet the Minimum Property Standards Homes and the Southwark's Good Homes Standard as set out in Appendix 1 and Appendix 1a respectively.

4. **Certificates/Approvals**

- 4.1. A copy of the following documentation shall be uploaded onto the relevant part of the DPS property page:
 - 4.1.1 The electrical safety certificate, Energy Performance Certificate and the Gas Safe certificate and shall be unqualified with no recommendations for any further work being needed
 - 4.1.2 Buildings insurance

- 4.1.3 Any planning permission and building control approval shall be provided on request to the AO for Homes which are flats in converted buildings or houses with loft or other extensions before the Property is accepted for the Scheme.
- 4.1.4 That the Head Lease between the beneficial owner of the property and the Provider who is also properly empowered to enter into a lease with the Council
- 4.1.5 Up to date photographs and videos shall also be taken of each property
- 4.1.6 Confirmation that the address is registered for the payment of council tax

5. Letting of properties to the Council

- 5.1. The AO shall arrange to have an Occupier allocated to the property as set out in the Management Agreement (Appendix 6).
- 5.2 If property has been notified to the AO as ready for letting and is subsequently found not to be ready, for any reason, then a revised Ready to Let Date shall be notified to the AO before the Property can be accepted for the Scheme. No payment shall be made until the Property is actually ready for letting. The AO will keep a record of any Property that have been found to be not ready after the Ready for Letting Notification has been received.
- 5.3 Providers shall complete and forward to the AO a weekly list of any Properties that have been notified to the AO that do not yet have a signed up Occupier.
- 5.4 The Provider shall make available to the AO all the documents set out in clause 4 of this Agreement before a Property will be approved for letting.

6. Lease and Nightly Paid Agreements and Management Agreements

- 6.1 The following Appendix contains:
 - a. Standard Lease Agreement (Appendix 4)
 - b. Standard Nightly Paid Agreement (Appendix 5) and
 - c. Standard Management Agreement between the Council and the Provider (Appendix 6).
- 6.2 The Provider shall draw up a cover sheet for each Property referencing the address and date of the agreement which shall confirm individual lease and contract for each Property
- 6.3 As soon as a new Property is accepted by the Council, the Provider shall forward two signed copies of each cover sheet for the Lease or NPA Agreement and the Management Agreement to the Council. The start date of the Lease or NPA agreement shall be the Ready to Let Date. The AO shall arrange for these to be signed by the Council. One copy of each of the Lease or NPA agreement and the Management Agreement (the 'counterparts') shall be returned to the Provider.

7. Information to be provided to the Occupier

- 7.1 The Provider shall provide a Welcome Pack to the prospective occupier at the first viewing or immediately after moving and the pack shall contain the following information in accordance with the Management Agreement:

- The Provider's name and address.
- The name and contact details of the occupier's Housing Officer.
- Contact details for repairs and maintenance (including the emergency repairs service).
- Responsibilities of the Provider.
- Responsibilities of the occupier.
- The Provider's Complaints Procedure
- Confirmation of fittings and furnishings
- Location map of the Provider's offices.

8. Repairs Performance

- 8.1. Repairs shall be carried out quickly and without undue inconvenience to the Occupier.
- 8.2. The Occupier shall be fully informed by the Service Provider of the repairs reporting procedure and repairs priorities in the Welcome Pack.
- 8.3. The Providers shall draw up a repair's procedure in accordance with and to comply with the Council's Repairs Service standards Appendix 2

9. Breach of the Council's tenancy or license

Where a complaint is made about an Occupier's behavior or action or the behavior of a member of the Occupier's household or the Occupier's visitor, the Provider shall follow the process set out in the Management Agreement (Appendix 6).

10. Complaints

- 10.1. The Providers shall have a complaints procedure for both Occupiers and other third parties that is in accordance with the Management Agreement.

Occupier Complaints

- 10.2. The first point of contact for Occupier shall normally be the Provider, who shall be given a reasonable opportunity to resolve the complaint before the Council becomes involved.
- 10.3. The complaint shall be dealt with in accordance with the approved Complaints Procedure of the Provider.
- 10.4. It is the occupier's right to progress any complaint to the Council and any correspondence will advise of their right to do so. If a complaint has not been resolved satisfactorily by the Provider, the occupier may approach the Council. Providers shall fully cooperate with any consequent complaint's investigation carried out by the Council.
- 10.5. The Provider shall cooperate fully with any investigation by the Ombudsman.
- 10.6. The provider shall compensate the Council for any penalties imposed as a result of an investigation by either the Council or the Ombudsman.

Landlord Complaints

- 10.7. All Landlord complaints shall be made to the Provider, with whom they have a contractual arrangement. The Council will not intervene in contractual disputes between a Landlord and a Provider.

11. **Property Inspections by Providers**

The Provider shall inspect each property as set in the Management Agreement. At the AO's discretion, more frequent inspections may be required.

12. **Performance Management and Monitoring**

12.1 Each Provider shall submit a quarterly Performance Report to the Council, in a form prescribed by the AO (the **Quarterly Performance Report**). Completed reports shall be submitted to the AO at the end of each of the quarters of the financial year (i.e. Quarter 1 April to June, Quarter 2 July to September, Quarter 3 October to December, Quarter 4 January to March). Appendix 8 contains the Model Template For Quarterly Performance Reporting setting out how this information shall be presented. The model template may be changed from time to time by the AO following consultation with the Provider.

Property Profile Audit

12.2 Annually (or at such other interval as the AO shall decide) the AO shall visit the Provider's offices to audit a random sample of properties (the Property Profile Audit). The Provider shall make available to the AO for the purpose of such an audit all relevant Property files and other documentation in relation to those Properties audited, which shall be chosen at random by the AO and an audit may involve visits to the Properties concerned with or without prior notice to the Provider.

Performance Review Meetings

12.3 Annually (or at such other interval as the AO shall decide) performance review meetings shall be held between the AO and the Provider (the Performance Review Meetings). The standing agenda items each meeting shall be the Quarterly Performance Report, the Property Profile Audit, Anti-Social behaviour incidents and any performance failure the AO deems to have arisen during the period or which need to be brought forward from previous reviews. Further items shall be added to the agenda at the request of either party. A Model Performance Review Meeting Agenda is attached at Appendix 7. This may be altered following consultation with the Provider in the absolute discretion of the AO.

Performance Failure

12.4 The Council will deal with performance failure at the Performance Review Meeting where any matter relevant to the Agreement shall be raised by either party.

12.5 If the provisions of clause 18.4 of the Agreement are invoked at any time, the parties shall first meet within 10 working days of any dispute notified by one party to the other party (or such shorter period as may be appropriate in the circumstances of the dispute).

12.6 If the matter is not resolved to the satisfaction of the AO, it shall then be dealt with under the provisions of clause 18.4 of the Agreement.

13. **Pets**

13.1. The Council shall require Providers to ensure that Occupiers are able to have pets in their Properties wherever practicable as set in the Management Agreement. Consent to the keeping of pets shall not be unreasonably withheld. If the Provider deems that a Property is unsuitable for pets this shall be brought to the attention of the AO prior to the Property being accepted. The AO shall have the right to reject the Property in his absolute discretion.

13.2. The Occupier is responsible for their pets and are liable for any damage caused by them. If a pet has damaged a Property or is creating a nuisance then the Provider shall interview the Occupier and warn them to control their pet. Subsequent incidents may result in possession proceedings on the basis of nuisance.

14. Transfers

14.1. Transfers of Occupiers to alternative properties shall be at the Council's sole discretion. The Provider will be given notice of any transfer by the Council.

15. Harassment and Domestic Violence

15.1. The Provider shall deal with reports of harassment or domestic violence proactively and as a high priority. All Occupiers reporting harassment or domestic violence shall be interviewed sympathetically, as soon as possible, in order to establish what has happened and to evaluate any danger to the victim. Occupiers reporting domestic violence shall be offered the option of being interviewed by a Service Employee of the same gender. If an Occupier has fled violence, Providers shall take great care not to give any information relating to the Occupier's current whereabouts to the alleged perpetrator. If a crime has been committed, victims shall be encouraged to report it to the police and to record the crime reference number. Victims shall also be encouraged to gather as much evidence of the harassment as possible, for example by keeping incident diaries recording the time and date of any occurrences.

16. Possession of the property

16.1. The Council is, for the purposes of the Property and the Occupier, the Landlord. Only the Council may serve notice of possession. Any assistance from the Provider is set out in the management agreement.

17. Non Occupation, Void Periods and Furniture Storage

Non Occupation

17.1. The Management Agreement sets out the steps and actions to be taken in a reasonable and proportionate manner. On discovering that an Occupier has vacated a property, the Provider shall notify the AO immediately.

Void Periods

17.2. The Provider shall ensure that the vacated Property is ready for re-letting within 5 working days. If a Property is not made ready for letting within 5 working days, then rent payments shall be forfeited until the AO is notified that the Property is Ready to Let again. In circumstances, where damage caused by the former occupier will take more than two weeks to repair, the Provider shall advise the AO within one working day of the said inspection. In such cases, the AO shall require a detailed report with photographs of the damage caused and a schedule of the works needed to make the Property fit for letting which will be agreed by the AO prior to the start of works. The AO may in such circumstances and in his absolute discretion agree to pay the rent for a void period in excess of five days.

17.3. If a Property is to be handed back at the Provider's request following vacation by an Occupier, the Council shall only pay the rent for the property up to the date of vacation or up to the date that the Provider first became aware that the property was empty.

Furniture Storage

17.4. The Provider shall inform the Occupier in the Welcome Pack:

17.5. When a property is voided the provisions of section above shall apply. The Provider shall make a full inventory including photos of and store any belongings of the household left in the property for up to 28 days in all circumstances. All perishable food shall be disposed of within two days of any vacancy.

17.6. If any belongings have still not being collected after 28 day period then the Provider shall dispose of the belongings as follows:

- (a) Electrical appliances shall be disposed of as refuse and not reused.
- (b) All other items shall be given to charity or otherwise disposed of.

18. Surrendering of Leases

18.1. The Provider shall comply with the process for surrendering Leases before the expiry of the term as set out below:

Where the Provider wishes to terminate the Lease

18.2. Prior to the end of Lease Agreement and subject to its terms when the Property is empty:

- 18.2.1 The Provider shall send written notice to the AO stating that they wish to terminate the Lease Agreement and explaining why,
- 18.2.2 The AO shall write to the Provider advising whether the termination of the Lease Agreement is agreed,
- 18.2.3 If the Lease Agreement is terminated, then the Council shall be liable for the payment of rent until the expiry of termination date or until when the Provider should reasonably have become aware that the property was vacant.

18.3. Prior to the end of the Lease Agreement and subject to its terms when the Property is tenanted:

- 18.3.1 The Provider shall send written notice to the AO stating that they wish to terminate the Lease and explaining why,
- 18.3.2 The AO shall write to the Provider advising whether the termination of Lease is agreed,
- 18.3.3 The AO shall determine a reasonable period of time, to be agreed with the Provider (acting reasonably) for the occupier to be transferred, prior to the termination of the Lease,
- 18.3.4 The Council shall serve a Notice to Quit on the Occupier immediately upon agreement by the AO to the termination so that in the event that the occupier refuses to transfer to alternative accommodation possession proceedings may be started,
- 18.3.5 The Council shall be liable for the payment of rent until the Occupier vacates the Property.

18.4. Where the Council wishes to terminate the Lease

18.4.1 The Council shall only seek to terminate a Lease in a case where it is clear that the property is unsuitable for continued use or a significant and consistent service failure. Every effort shall be made to try and resolve outstanding issues,

18.4.2 The Council shall send written notice to the Provider that they wish to terminate the Lease,

18.4.3 Rent shall be payable by the Council until the date that the Property is vacated by the Occupier.

19. Lease Renewals

19.1. The Council may seek to renew Leases when they expire subject to the terms and conditions of the prevailing contract twelve months before the expiry of the Lease. The Provider shall liaise with the AO about current property demands before entering into negotiations with the landlord.

20. Self-Billing

20.1. The Council operates a Self-Billing arrangements and will therefore will not require the submission of invoices other than through the DPS process.

21. Compliance

21.1. The Provider shall ensure that all Necessary Consents are in place to provide the Services and the Council shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

21.2 Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Provider has notified the Council in writing.

21.3 The Provider shall (and shall procure that the Provider's personnel shall) perform its obligations under this Agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.

21.4 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

21.5 The Provider shall notify the Council as soon as practicable of any health and safety incidents or material health and safety hazards at the Property of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Provider shall instruct its personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

21.6 The Provider shall (and shall procure that the Provider's personnel shall) perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

21.6.1 All applicable Equalities Legislation;

21.6.2 The Council's equality and diversity policy as provided to the Provider from time to time; and

21.6.3 Any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable Equalities Legislation; and

21.6.4 Takes all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation, and

21.6.5 At all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Provider shall also undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

22. Staff Criminal Record Checks

22.1. Providers shall carry out Disclosing and Barring Service (DBS) checks on all Service Employees who may be required to visit Properties. This shall be extended to include any contractors doing repairs to Properties. The results of the check shall be made available to the AO upon request.

22.2. The Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to attend the Property or carry out the Services or who may otherwise present a risk to service users.

22.3. The Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

22.4. The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 22 have been met.

23. Staff Training

23.1. Providers shall ensure that its employees are adequately trained to enable them to carry out their duties efficiently. Training shall be delivered by both internal and external organisations as appropriate. Training shall be an integral and ongoing part of the personal and professional development of the Provider's staff.

23.2. Providers shall keep a record of their training plans and training undertaken by their Service Employees which shall be made available to the AO on request.

23.3. The AO shall from time to time identify issues in which the Service Employees who have contact with Service Users shall be properly trained. When this happens the AO shall make relevant information available to Providers to enable them to organise training for the Service Employees. The AO reserves the right to organise and provide training for Providers and the Service Employees. Attendance at such training shall be mandatory, in the absolute discretion of the AO.

24. Whistleblowing

Providers are encouraged to report any concerns they have regarding the Council clients or anyone with whom the Council is engaged. Reports should be made via the AO unless it is considered that the AO might be involved in the issue or that there may be a conflict of interest. In such circumstances, reports should be made to the Council's Chief Auditor or via the Council's website under the Fraud section.

25. London Living Wage or Real Living Wage

25.1 The Provider shall:

25.1.1 ensure that all Relevant Staff employed or engaged by the Provider are paid an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage or the Real Living Wage;

25.1.2 ensure that all Relevant Staff employed or engaged by its subcontractors (if any) are paid an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage or the Real Living Wage;

25.1.3 provide to the Council such information concerning the London Living Wage or the Real Living Wage and the performance of its obligations under this clause 25A as the Council may reasonably require and within the deadlines it reasonably imposes;

25.1.4 co-operate and provide all reasonable assistance to the Council in monitoring the effects of the London Living Wage or the Real Living Wage including without limitation assisting the Council in conducting surveys and assembling data in respect of the affect of payment of London Living Wage or the Real Living Wage to Relevant Staff.

25.2 For the avoidance of doubt, any breach by the Provider of this clause 25 will be a breach of a material obligation in relation to which the Council is entitled to terminate this Agreement.

Appendix 1

Minimum Property Standards – LB Southwark

Introduction

This document is referred to as “The Minimum Property Standard” and applies to all the Properties. It must be read alongside the Southwark Good Homes Standard and in many cases it will be a duplication. However, the purposes of this document, these are to be treated as the absolute minimum standard required and Providers will use it as guidance to comply with the Good Home Standard.

Properties accepted for the Scheme shall not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. The property must be in a condition at the start of the lease that would satisfy the council that in such hazards are unlikely to occur.

Properties must have an energy efficiency potential rating capable of being no lower than C. If the property is unable to achieve this the provider must supply the reasons, information and action plan to improve the efficiency of the dwelling . A waiver may be granted subject to a consideration of the rating’s data.

Where the Property is a flat, all flats in the building of which it is part shall also conform to the appropriate fire protection standard.

Conversions of houses or other buildings into flats require both Planning permission and building control approval. Loft and other conversions require building control approval.

Proof of any required permissions and/or approvals shall be provided before a Property can be accepted.

Accommodation with rear access, above restaurants, fast food outlets, dry cleaners, betting shops or funeral parlours with late night licenses is not acceptable.

If the accommodation is above commercial premises operates normal office business hours, (9-7), has good access and is well lit, it will be considered, but the Provider must obtain approval from the Council first before procuring. It is however reasonable to consider properties that have been build more recently with commercial at street level.

A standard of repair is expected which will enable the Provider to maintain this standard throughout the period of the Lease.

1. Structure

- a) Buildings, envelope and structure shall be watertight, in good repair and structurally sound
- b) Roof shall provide a waterproof cover over the entire building and be free of defective and loose material.
- c) Gutter and drainpipes shall be in good condition, restrained, water-tight and free-flowing.
- d) Damp-proof courses, flashings and waterproof membranes are to be in good condition to the standard repaired. Guarantees to be supplied where appropriate.
- e) Stairs to be in good condition and structurally sound. Surface should not be loose or slippery especially when wet. Handrail to be provided on one side where stairs are less than 900 mm wide and over four risers high, where stairs width exceeds 900 mm wide a handrail is to be located on each side.

- f) Wall and ceiling plaster should be in good condition with flush surfaces.
- g) Joints around windows and doors to be sealed and flashed to form a watertight junction, window and door sills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken.
- h) External and internal cold water storage cisterns, tanks etc. To be properly housed, insulated and protected
- i) Flue terminals to be secure

2. Room Sizes

- a. At least one bedroom must be a double bedroom, at least 10.4M²
- b. All room sizes should be quoted on the property availability form.
- c. As a minimum bedrooms must allow a clear passage between bed and furniture and enable door to be open and close without obstruction
- d. Living room must be capable of fitting furniture suitable for the number of bedspaces in the property
- e. If no separate dining area is available, the kitchen must be able to fit a table and four chairs

3. Natural Light and Ventilation

- a. Every habitable room to have a window or windows opening directly to the external air with glass area not less than one tenth of the floor area of the room.
- b. All windows above the ground floor shall be fitted with restrictors. Ground floor should be fitted with restrictors to allow for ventilation of unattended rooms
- c. Every habitable room shall have natural ventilation.
- d. Rooms below ground level must provide sufficient natural light on an average day for living in the lounge/bedroom without assistance of electric light.
- e. Doors and windows must be in good working order with easy operation.
- f. Windows and Balcony doors shall be restricted to 100mm opening restriction, as a child safety precaution. An override device could also be installed in case of emergency.
- g. Casement stays or similar childproof restraint devices appropriate to the type of window to be fitted on the windows.
- h. Theft proof safety locks to be fitted to ground floor windows and below, where necessary. (NB: Where French Windows are the only form of natural light to a room they must be kept locked and some additional form of mechanical or natural ventilation must be provided. For example adding window restrictors).
- i. Safety glass, safety adhesive film or similar approved safety precaution is to be fitted in full height windows and doors or in panels below 1000mm above finished floor level. Safety rails may be used as an alternative to safety glass. Size and spacing of batons to comply with Building Regulations as must safety adhesive film.
- j. Balcony and store doors used other than a means of escape route are to be fitted with a keyed level deadlock, and to be locked shut.
- k. Wall or floor stops shall be provided for all doors to protect wall decorations.
- l. Exit doors to be fitted with simple fastening locks. Front entrance door to be fitted with a rim latch, which locks automatically when the door is closed (these can be opened from the inside without a key), and a five-lever mortice deadlock fitted about a third of the way up the door. The 30 locks should be kite marked to British Standard BS3621. For fire safety purposes all locks fitted to solid door(s) should be thumb turn from the inside i.e. where the door cannot be locked from the inside with a key.
- m. Three sets of keys provided per flat including three keys to shared main entrance door in blocks of flats

- n. Security protection measures such as grills, hinge bolts, spy holes, and entry phone system to be fitted where appropriate.
- o. Bathroom and toilet doors to be fitted with a vanity lock or barrel bolt.
- p. Letter boxes and doorbells shall be fitted for each unit with appropriate identification, where appropriate, to be located at the main entrance.
- q. Non-mechanical ventilation system e.g. air bricks, gutters or permavents, to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living or bedrooms with external walls).
- r. Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

4. Kitchen and Cooking Areas

- a. Plumbing must comply with the current relevant water authority bye laws Stop valves must be clearly labelled especially where situated in common areas.
- b. Drinking water for human consumption with continuous supply shall be located within the kitchen over a suitable sink and directly from the mains.
- c. Storage, preparation and cooking facilities, minimum requirements are a four ring cooking appliance with grill and oven and food storage cupboard and refrigerator.
- d. Water heating facility must be capable of providing an adequate and continuous supply of hot water.
- e. Immersion heaters, where applicable, shall be installed on "Economy 7" off peak supply. Kitchen shall include the following items:
 - Hot and cold water supplies
 - Sink and drainer
 - Cooker (where free standing to be level and restrained from tipping)
 - Fridge/Freezer appropriately sized for occupancy levels
 - Washing Machine
 - Working surfaces, arranged wherever possible between cooker and sink, at least 1.5m²
 - Storage space combining a minimum 1 double base unit with worktop, sink unit and double wall unit
 - Work surface to be clean with mastic sealed edges and impervious to liquid
 - 2 double sockets on worktop height (non-dedicated)
 - At least one other double socket should be at low level for fridges etc.
- f. Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical Regulations
 - g. All oven doors should be "cool doors" so they should not be hot to the touch.

5. Tiling to Kitchens and Bathrooms

- a. Tile splash backs located behind sinks, baths, worktops and basins to be sealed with mastic against water penetration.
- b. Existing wall tiled areas to be thoroughly cleaned and free of grease, cooking fat, dirt and other by products.
- c. Caulking sealant located around worktop, sink tops and sanitary ware is to be in good condition. Where sealant faulty this is to be raked out and re-sealed to prevent water penetration.

6. Bathrooms

- a. Bathroom or toilet windows should have obscure glass or have nets/blinds supplied.
- b. Bathrooms to have bath and only a shower where correctly screened and watertight.
- c. Toilet location is preferred, although not essential, in a room separate from the bathroom.
- d. Bath mixer tap with shower valve to be capped off where not correctly screened/watertight.
- e. Hot and cold water to be supplied to bath and shower (where applicable).
- f. Sanitary fittings to be good, clean and in a condition to operate as designed.
- g. Bathroom to be decorated appropriately with non-slip tiles or linoleum.
- h. Accessory fittings to be provided: toilet roll holder, towel rail and mirror to be located in an easily accessible position and in good working order.
- i. Sanitary ware to be chemically cleaned prior to each new letting, removing all existing stains.
- j. Bathrooms must to be adequately ventilated
- k. Mechanised ventilation to be provided with humidity switch or overrun linked to light switch. Capacity to give at least three air changes per hour.

7. Floorings and Soft Furnishings.

- a. Floors to be level and even with boarding securely fixed to joists.
- b. Aluminum binding strip (or similar) to be fixed on changes in floor finish.
- c. Carpet or laminate flooring is essential floor covering to living and bedrooms, lobbies, common halls and staircases.
- d. Vinyl floor covering or non-slip tiles to kitchens, bathrooms and separate w/c compartments.
- e. All upholstered furniture and furnishings, including beds and mattresses, must comply with The Furniture and Furnishings (Fire) (Safety) Regulations (as amended). Bunk beds are not acceptable and mattresses should be of a high standard.

8. Decorative standard

- a. Room decorations to be clean, complete and of a high standard.
- b. Damaged or stained/soiled decorations are to be redecorated, preferably when the residents are still resident to avoid disruption. Alternatively decorations should be sorted out at the time of the void.
- c. Woodwork items e.g. skirting boards, frames, architraves, doors and windows etc. are to be washed down prior to new lettings, but redecorated where poorly decorated.
- d. Polystyrene tiles to be removed from all ceilings and walls and the walls and ceiling adequately repaired or replaced with durable material.
- e. All habitable rooms to have heavy curtains or blinds that are in good condition.

9. Power Heating and Lighting

- a. Heating minimum requirement is night storage heaters to all habitable rooms (including bathrooms and kitchen diners) connected to an off peak electric "Economy 7" meter but preferably a full gas fired central heating system. "Economy 7" units to be fitted with power booster or separate wall panel. Bathrooms should ideally have a fixed 2Kw blow fan heater not a night storage unit
- b. Heating system to be fully serviced, in good condition, inspected and certified by British Gas or registered Gas Safe contractor. Landlord or provider shall have in place a 3 Star Gas heating contract with British Gas (or equivalent with a registered Gas Safe contractor) for the full term

of the lease, costs to be met by landlord or provider. Landlords must, by Law, ensure that gas appliances are maintained in good order and checked for safety by a Gas Safe registered engineer at least every 12 months. They must also keep a record of the safety checks and issue a certificate to the resident. When a resident moves into rented accommodation the landlord must provide resident with written proof of safety checks.

- c. Gas central heating is to be the preferred means for heating with the recommended type being a gas fired boiler system with convector radiators. Radiators and pipework to be secured to the walls.
- d. Bolts to be fitted on storage, meter and airing cupboards. Where practical, boilers should be boxed in.
- e. A combination of both systems will be acceptable.
- f. Solid fuel heating system non Economy 7 electrical systems and warm air systems are unacceptable.
- g. Mains-wired or battery operated carbon monoxide detectors to be fitted where there is a gas appliance in the property.
- h. Off peak "Economy 7" heating is essential for immersion heaters where gas central heating is not provided. Electrical installations shall have a complete test certificate stating compliance with electrical regulations for electrical installations.
- i. Fittings: sockets and switches shall be in good condition without cracks and firmly secured to their appropriate back boxes.
- j. All lighting shall be covered and all strip lights to have shatter proof covers.
- k. Power points as a safety precaution are not to be located over and around sinks or cooker with a minimum of 600mm distance away from the tap.
- l. Electric lighting in each room is to be of sufficient intensity.
- m. Internal airing cupboard with slatted shelving for clothes when fitted must be provided with all electric wiring clipped back to the wall or cupboard lining.
- n. Communal lighting to hall, stairs and external area to be operated by an independent meter not running from a resident's supply. Communal lighting to be of sufficient output.

10. Meters

- a. Meters, gas and electric (and water where applicable), to be provided separately for each flat or unit and be accessible 24 hours a day.

11. External Works, Boundaries and Fencing

- a. Boundaries of the property must be clearly defined and protected by walling or fencing including lockable rear access entrances where provided. Walling or fencing to be well maintained.
- b. Garden to be well maintained with vegetation to be cutback upon submission or re-submission of property. No ponds or greenhouses in gardens.
- c. All external woodwork, including door and window frames to be in good order and weatherproof.
- d. Access covers over manholes, service ducts to be flush with pavement and of no danger to pedestrians.
- e. Any yard and path should have an even surface and not present a trip hazard.
- f. Refuse bin to be allocated to each property where possible. The preferred location for bins is the front of the building where property is situated within a block of flats. If flat within a converted house, an outside bin needs to be provided. The location is to be clean, hygienic and in an unobtrusive position. In houses, bins should be kept at the rear of the property and the applicant provided with details about refuse collection days and advised to put the bin at the front of the property for the purposes of collection on those days.

12. Security

- a. All external doors to be fixed with a latch and dead lock as minimum.

Appendix 1a

Good Homes Standard for homeless households living in temporary accommodation

Southwark Good Homes Standard (for homeless households)

We will place you in a home that:

- Has a tenancy in our name (with a rent review clause to ensure any future increases are fair and reasonable)
- Is big enough for your household in line with Part X of the Housing Act 1985 the Room and Space standard (details to of minimum property sizes is shown below in Table 1 and Table 2.)
- Is self-contained, with your own bathroom and kitchen
- Is clean & free from pests
- Is in a good, safe state of repair and decoration
- Has good condition floor coverings/finishes throughout
- Has a cooker and fridge that are in good, clean, working condition
- Has safe and working electrics, gas, heating, hot water and plumbing
- Has a working smoke alarm on every floor
- Meets or exceeds current energy performance standards

We will not place you in accommodation that has been converted from office to residential use through permitted development rights.

Before you move in we will ensure you have:

- A written contract, including clear details of when and how your rent should be paid
- A home inspection report/inventory, so you can verify the condition your home is in when you move in
- An up to date Gas Safety Certificate (less than 12 months old)
- An up to date Electrical Safety Condition Report (less than 5 years old)
- An up to date home Energy Performance Certificate
- Information on fire safety in your home, including for example whether the stay put policy applies to your home or not
- Full details of how to contact your landlord, including in the case of any out of hours emergencies
- Full details of how and when to contact the council, including a named council officer
- A tenancy pack setting out the key things you need to know about keeping your new home, and confirmation of your place on our accompanying training course
- Clear guidance on claiming any benefits you may be entitled to

Before you move in we will ensure your landlord inspects your home and provides you with a report for you to sign, this report will include the landlord 2 checking to confirm:

- That the property is in a good, clean condition throughout and free from pests and hazards
- That the following are in good, clean working condition
- floor coverings
- doors and door locks
- windows
- taps, sinks, baths, showers and toilet flushes
- heating and hot water and their controls

- lights
- fitted cupboards and draws
- any electric ventilation
- any appliances & cookers
- The details of any furniture, furnishings or appliances provided and its condition
- The meter readings and contact details for all current utility suppliers, including water, gas, electricity, internet, telephone and digital TV.

Should you believe any of the above has not been satisfied as part of the initial tenancy sign up process, you will be able to escalate your concerns directly to the Council's Housing Supply Team. The team can be contacted via the Housing Advice line on 020 7525 4140 or via email

housingsupply@southwark.gov.uk

The Housing Supply team will assess the above standard and where necessary, the council will arrange a joint viewing to address the concerns before you move in.

We will only use accommodation that does not meet this standard:

In emergencies where a household becomes homeless and we have not been able to arrange accommodation in advance. In this case we may use good quality licensed accommodation for up to 28 days while we find you a tenancy that meets the standard.

For people who need accommodation that comes with onsite support. In this case we may place you in good quality supported housing, such as a hostel, foyer or refuge.

For single households where the shared room rate applies and the rent would be unaffordable for them if placed into a self-contained unit.

Property size allocation

Table 1: Room standard

Number of rooms	Number of persons
1	2
2	3
3	5
4	7 ½
5 or more	2 for each room

Table 2: Space Standard

Floor area of room	Number of persons
110 sq. ft. or more	2
90 sq. ft. or more but less than 110 sq.ft	1 ½
70 sq. ft. or more but less than 90 sq. ft	1
50 sq. ft. or more but less than 70 sq. ft	½

Please note, for the purposes of this assessment, children under 1 year will not be counted and Children aged between 1-9 will be considered as 1/2.

Repairs

It is noted there maybe repairs required in the property during the course of the tenancy. The welcome pack will include details of how to report a repair however should the agent/landlord not providing a timely response, your concerns can be escalated to the council. The Housing Supply team can be contacted via the Housing Advice line on 020 7525 4140 or via email housingsupply@southwark.gov.uk.

Appendix 2

Repairs Priority List

The following 3 categories outline the Priority A, B and C Repair functions.

Repair obligations, which are not mentioned in these 3 tables but are considered the responsibility of the landlord, will also need to be completed within a period of time deemed reasonable by the Council.

Priority A:

Make safe within 2 hours with a maximum time for completion of 24 hours.

Type of defect requiring repair

- a. Total loss of electric power or no lights
- b. Unsafe power or lighting socket, or electrical fitting
- c. Total loss of water supply
- d. Total or partial loss of gas supply
- e. Gas leaks
- f. No heating - if heating cannot be fixed within hours, temporary heating must be provided
- g. Blocked flue to open fire or boiler
- h. Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling-house) toilet pan
- i. Toilet not flushing (where there is no other working toilet in the dwelling-house)
- j. Leakage from water or heating pipe, tank or cistern
- k. Insecure external window, door or lock
- l. Dangerous structures – floors, ceilings, walls etc.
- m. Replacement of missing or badly damaged manhole covers

Priority B:

Maximum time for completion 5 working days

- a. Partial loss of electric power
- b. Partial loss of water supply
- c. Blocked sink, bath or basin
- d. Tap which cannot be turned
- e. Replacement of a damaged toilet pan
- f. Blocked waste pipes (other than toilets: see above)
- g. Loose or detached banister or hand rail
- h. Rotten timber flooring or stair tread
- i. Mechanical extractor fan in internal kitchen or bathroom not working
- j. No cold water supply to bath and basin
- k. Temporary repairs to cover defective flat or pitched roofs where there is serious water penetration
- l. Mending minor leaks on water pipes
- m. Repairing leaking cone/soil joints to toilets
- n. Repairing leaks to soil pipes/soil vent pipes generally
- o. Repairing or renewing ball valves (overflows, water hammer)
- p. Repairing defective extractor fan (internal bathroom/kitchen only)
- q. Replacing broken wash hand basin
- r. Repairing defective entry-phone system
- s. Broken fridge/freezer

- t. Broken oven and/or hob
- u. Broken glazing
- v. Blocked down pipes/guttering
- w. Replacing or repairing internal fire doors

Priority C:

Maximum time for completion 28 working days

- a. Re-securing wash basin
- b. Repairing blocked and/or damaged rain-water gutters and pipes
- c. Replacing glazing to communal areas
- d. Replacing chimney pot or cowl
- e. Replacing fittings to windows and /or external doors
- f. Mending faulty taps
- g. Replacing zinc or lead flashings
- h. Replacing ridge/eaves tiles and cement filets
- i. Replacing defective fire bricks or parts for open fires
- j. Repairing and/or replacing fittings for metal casement windows and doors
- k. Replacing window sash fastener/sash cord Replacing rotten or defective flooring
- l. Replacing toilet cistern
- m. Replacing waste trap or fitting Repairing faulty stop valve or drain down cock
- n. Replacing bath Replacing kitchen units (including sink units/taps) 45 Replacing external doors
Replacing window/frames
- o. Dry lining condensation treatment
- p. Repairing or replacing wall tiling/splash backs Replacing loose or defective flooring (not dangerous)
- q. Fixing or replacing air bricks
- r. Repairing or renewing tile surrounds
- s. General brickwork repairs (rebuilding piers, boundary walls)
- t. Repairing timber staircases (not dangerous)
- u. Replacing or repairing external fascia/soffit/barge boards
- v. Repairing or replacing fencing/gates
- w. Redecoration following repair works
- x. Replacing gully grid
- y. Plaster repairing gully grid
- z. Plaster repairs to ceilings or walls

- aa. External rendering
- bb. Repairing internal floor screeds
- cc. Repairing external floor screeds
- dd. Repairing external paving/concrete aprons

Appendix 3

Furniture and Fittings

A. Items of furniture and furnishings to be provided within the premises by the Provider.

1. The property will be fitted with carpets in living room, bedrooms and any stairways and hallways. Kitchen and bathroom will be fitted with water resistant vinyl (ensuring that it is watertight and under units)
2. Heavy curtains to all living rooms and bedrooms.
3. Beds for the number of occupants by the next working day, when required (Nightly Paid Only)
4. Cooker (no more than 5 years old), tested and installed in line with regulation. If electric, it should achieve a AA Rating
5. Fridge with icebox or fridge/freezer (not to be more than 5 years old) of a suitable size according to the number of bedrooms. Frost free capacity. it should achieve a AA Rating
6. Washing Machine, plumbed by a qualified trade
7. TV aerial/satellite/cable
8. Broadband connection

B. Description of “abnormal” items included in the property

All flooring that is not covered under “1” above, will not be treated as an item covered by the agreement

whom the reversion immediate expectant upon the determination of the Head Lease is vested from time to time

- Insurance** means insurance effected in such insurance office of repute, or with such underwriters, and through such agency as the Landlord may decide, and subject to such excesses, exclusions, limitations and conditions as the insurer may require or the Landlord may properly negotiate (but the Landlord shall endeavour to negotiate policies under which the insurer has no rights of subrogation against the Tenant) and covering:
- (a) the [Building and the] Premises (but specifically excluding tenant's and trade fixtures and fittings) against the Insured Risks for a sum sufficient to cover the cost of reinstatement assuming total loss, including all applicable VAT and ancillary costs (such as site clearance and professional fees) and appropriate allowance for inflation;
 - (b) Loss of Rent;
 - (c) third party and public liability at the [Building and] Premises for such sums as the Landlord may from time to time consider prudent;
- Insured Risks** means any loss or damage to the [Building or] Premises occasioned by fire aircraft storm tempest lightning flood malicious damage earthquake civil commotion explosion subsidence [and such other risks as are specified in the Head Lease] and any other risks that the parties hereto may from time to time agree and in such sum as shall be the reinstatement value of the Premises together with architects surveyors and other professional fees and loss of rent for the residue of the Term
- Landlord** means [] of [] and shall include their successors in title
- Landlord's Fixtures & Fittings** means the Facilities and all such items listed in the List of Fixtures and Fittings attached to this Lease and all other fixtures and fittings at the Premises whenever fixed except those fixed by the Tenant which are generally regarded as tenant's fixtures
- Loss of Rent** means the loss of all Rent for such period (being not less than three years) as the Landlord may from time to time reasonably consider sufficient to complete reinstatement of the Premises following a total loss and for such sum as takes into account any likely rent review during that period;
- Management Agreement** means an agreement dated [] between the Landlord and the Tenant relating to the provision of the Premises by the Landlord to the Tenant and the provision by the Landlord of related services
- Planning Acts** means the Town and Country Planning Act 1990 and all other statutes containing provisions relating to town and country planning when from time to time in force and all other statutes, statutory instruments, regulations and orders included by virtue of Clause 2.5;

Premises	<p>means the property known as [] [shown [for the purposes of identification only] edged [red] on the Plan] and all and any part of such property and any additions thereto including:</p> <ul style="list-style-type: none"> (i) the internal finishes of the walls and of the floor and ceiling slabs dividing the Unit from other parts of the Building but not those walls or slabs themselves and ceilings and floorboards but not other loadbearing members of a floor; (ii) internal walls which are not loadbearing; (iii) the internal finishes of any loadbearing walls columns, or floor or ceiling slabs within the property but not those walls columns or slabs themselves; (iv) the doors, door frames, windows, and window frames of the Unit; (v) the Conduits to the extent that they are within and exclusively serve the Unit; (vi) the Landlord Fixtures and Fittings whenever fixed except those fixed by the Tenant which are generally regarded as tenant's fixtures; <p>but for the avoidance of doubt no areas outside the boundaries of the walls the floor and the ceiling containing the Unit are included in the Premises (without prejudice to any rights expressly granted to the Tenant)</p>
1993 Regulations	<p>means the provisions of regulation 14 of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) Amendment Regulations 1993 and made in accordance with section 11(5) of the Consumer Protection Act 1987 or any Act or Acts of Parliament Statutory 77 Instrument Rules Orders or Regulations amending replacing substituting or consolidating the same</p>
Rent	<p>means the sum of £[] [pounds] per annum exclusive of VAT</p>
Rights	<p>means those rights to be granted to the Tenant set out in the First Schedule</p>
Schedule of Condition	<p>means the Schedule of Condition signed by the parties and annexed to this Lease</p>
Services	<p>means the provision operation and carrying out by the Landlord (or as procured by the Landlord) of such services which (in the context of the parties' intention that the Premises are to be used as residential accommodation) are in the reasonable opinion of the Landlord:</p> <ul style="list-style-type: none"> (a) appropriate for the maintenance, repair, renewal, lighting, upkeep, redecoration, security, management, running and cleanliness of the Building (including the Common Parts) including (without prejudice to the generality of the foregoing) the necessary replacement of the structural parts of the Building, Conduits and items of plant and equipment and their constituent parts when necessary by way of economic repair and the provision and maintenance of any architectural or ornamental features or murals or any plants, shrubs, trees or garden area in the Common Parts; or

(b) for the benefit of the tenants of the Building; or
(c) otherwise in keeping with the principles of good estate management;

Tenant	means the Mayor and Burgesses of the London Borough of Southwark of 160 Tooley Street London SE1 2QH
Term	means the term of [] years from and including [] to and including []
User	means for residential use as temporary housing accommodation
Unit	means an individual residential unit of accommodation in the Building that is let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation otherwise than in connection with the provision of Services;
VAT	means Value Added Tax or other tax of a similar nature (and unless otherwise expressly stated all references to Rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable thereon).

2. INTERPRETATION

The provisions of the Lease shall unless the context otherwise requires be construed as follows:

- 2.1 Obligations and liabilities of a party to the Lease comprising more than one person are obligations and liabilities of such persons jointly and severally;
- 2.2 Words importing one gender include all other genders;
- 2.3 The singular includes the plural and vice versa;
- 2.4 A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party;
- 2.5 Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force;
- 2.6 Headings to Clauses Schedules or parts of the Lease do not affect the interpretation or construction of the Lease.

3. DEMISE

The Landlord demises the Premises to the Tenant with full title guarantee:

- 3.1 together with the rights set out in Schedule 1;
- 3.2 except and reserving to the Landlord as set out in Schedule 2;
- 3.3 to hold the same to the Tenant for the Term;
- 3.4 subject to all rights, easements, quasi-easements, restrictions, covenants and liabilities affecting the Premises at the date of this Lease;
- 3.5 yielding and paying to the Landlord the Rent in equal monthly instalments the first payment to be made on the date hereof and thereafter at monthly intervals in advance.

4. TENANT'S COVENANT

The Tenant HEREBY COVENANTS with the Landlord as follows:

4.1 Rent The Tenant shall pay the Rent as provided in Clause 3 of this Lease and if the Landlord authorises in writing to his mortgagee or duly authorised agent.

4.2 Outgoings

To pay for all gas electricity and water consumed on and all council tax and sewerage charges in respect of the Premises during the Term.

4.3 Nuisance In the event of a sub-tenant causing nuisance or disturbance to the Landlord or to any adjoining or adjacent owner or occupier and subject to the Landlord showing to the satisfaction of the Tenant that the occupation of the Premises by the sub-tenant or by other persons permitted by the Tenant is causing a nuisance or annoyance to adjoining occupiers the Landlord may by written notice require the Tenant to determine any such subletting and the Tenant shall use all reasonable endeavor's to remove the sub-tenants or permitted occupiers from the Premises within 28 days after service (or such longer period as its necessary to obtain vacant possession) by the Tenant's of a notice accepting that such nuisance or annoyance is established to its satisfaction

4.4 Garden

To keep the garden at the Premises (if any) clear of any domestic rubbish

4.5 Condition

To keep the Premises and the Furniture and the Landlord's Fixtures and Fittings in a clean and tidy condition and in good repair

4.6 Assignment

4.6.1 The Tenant shall not assign a part (as distinct from the whole) of the Premises.

4.6.2 The Tenant shall not assign the whole of the Premises without the prior consent of the Landlord (which will not be unreasonably withheld or delayed).

4.7 Sub-letting The Tenant may sub-let the whole or part of the Premises to a person or persons requiring housing accommodation.

4.8 Alterations Not to make any structural alterations or additions to the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

4.9 User Not to use or permit the Premises to be used other than for the User

4.10 Notice Board To permit the Landlord during the last three months of the Term to affix and retain without interference upon any part of the Premises a notice for the sale or re-letting of the same.

4.11 Covenants in Head Lease

4.11.1 Where the Term is derived out of the Head Lease the Tenant shall at all times during the Term observe and perform only the covenants restrictions provisions and stipulations on the part of the tenant in the Head Lease insofar as they are consistent with the terms of this Lease and do not fall within the ambit of the Landlord's obligations contained in this Lease or have not been

assumed by the Landlord.

4.11.2 Save as agreed under the terms of this Lease the Tenant shall not be responsible for any payments whatsoever for which the Landlord is obliged to make to the Head Landlord under the terms of the Head Lease.

5. LANDLORD'S COVENANTS

The Landlord (so as to bind himself and his successors in title but not so as to be liable after he shall have parted with the title to the Premises) hereby covenants with the Tenant as follow:

5.1 Landlord's Outgoings To pay or procure the payment of all existing and future taxes assessments and outgoings imposed or charged upon the Rent paid other than those to be borne by the Tenant under the provisions of this Lease.

5.2 Directions and Orders and Safety Regulations

5.2.1 The Landlord will observe and comply with the Planning Acts relating to or affecting the use, occupation and operation of the Premises [and the Building] and will comply with all directions notices and orders and execute all such works as are or may under or in pursuance of any Act or Acts of Parliament Statutory Instruments Rules Orders or Regulations or hereafter their amending replacing substituting or consolidating provisions including any required by the Tenant whether or not in its statutory capacity and (where the Landlord has a leasehold interest) with all covenants and notices served under the Head Lease (other than those for which the Tenant is responsible under this Lease).

5.2.2 The Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate will be produced to the Tenant on demand.

5.2.3 That all electrical appliances and equipment supplied by the Landlord are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.

5.3 Repairs

5.3.1 To put and keep in good and substantial repair during the Term the whole of the Premises which shall include (but not limited to):

- (i) the structure roof chimney foundations floorboards common parts the exterior of the Premises;
- (ii) the internal finishes of the walls and of the floor and ceiling slabs including those walls or slabs themselves and ceilings and floorboards and other loadbearing members of a floor;
- (iii) internal and external walls whether or not they are loadbearing;
- (iv) the internal finishes of any loadbearing walls columns, or floor or ceiling slabs within the Premises including those walls columns or slabs themselves;
- (v) the doors, door frames, windows, and window frames of the Premises;
- (vi) damp courses and free from damp;
- (vii) all Conduits;
- (viii) all other parts of the Premises (including but not limited to (and without prejudice to the generality of the following) timbers boundary walls and fences);
- (viii) Landlord's Fixtures and Fittings;

5.3.2 To put and keep in substantial repair the whole of the Building which shall include but not

limited to: (i) the roof, structure foundation and the exterior; (ii) the Common Parts (if any)

5.3.3 To maintain and keep in substantial repair and condition the lifts (if any) serving the Premises.

5.4 Decorate

5.4.1 To redecorate the exterior of the Premises in every third year from the date of this Lease and to redecorate the interior of the Premises every fourth year from the date of this Lease, in both instances in a good and workmanlike manner with appropriate materials of good quality to the reasonable satisfaction of the Tenant.

5.5 Use of the Furniture

5.5.1 The Landlord warrants that each item of Furniture complies with the 1993 Regulations and shall indemnify the Council against all loss damages and or any liability arising from any failure with such compliance.

5.5.2 On the date of this Lease to provide and leave the Furniture at the Premises for use by the Tenant and subtenant during the Term. The Tenant shall have the right to remove or replace at the Landlord's expense any of the Furniture that are in breach of the 1993 Regulations such expenses to be deducted from the Rent

5.5.3 The Landlord agrees that at the End of the Term the Tenant shall not be obliged to replace any items of Furniture and the Landlord shall accept the condition of each items of Furniture whether original or substitutions or whether the same are present or missing (howsoever removed) and the Tenant shall not be liable for any missing damaged or lost Furniture.

5.6 Replacements Repairs and Facilities

5.6.1 To immediately replace or repair any mechanical or electrical appliances and apparatus forming part of the Premises which are defective at any time throughout the Term.

5.6.2 Throughout the Term and at the Landlord's own expense to keep in repair and replace as necessary any of the Facilities and to ensure that all the Facilities are properly installed and fit for purpose and regularly inspected and the persons installing or inspecting and carrying out the maintenance of the Facilities comply with the provisions of the Gas Safety (Installation and Use) Regulations 1994 [and electrical safety] and other relevant legislation.

5.6.3 To allow the Tenant and all sub-tenants the continued and uninterrupted use and enjoyment of the Facilities and to provide the Tenant with documentary evidence of the service agreement (if any) and inspection certificates relating to any of the Facilities.

5.7 Garden The Landlord shall keep the gardens (if any) of the Premises and all fruit trees, ornamental trees, shrubs and hedges in them in good order and condition, properly tended, fed cultivated and pruned or trimmed as appropriate.

5.8 Quiet Enjoyment That the Tenant paying the Rent hereby reserved and performing and observing the covenants on their part shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him

5.9 Landlord's address To immediately notify in writing the Tenant or its duly authorised agents of the Landlord's address for correspondence telephone number banking details and address to which

payments of Rent are to be forwarded and any changes thereof

5.10 Default Repairs

5.10.1 The Tenant shall notify the Landlord in writing (except in an emergency) as soon as reasonably practicable of any breach of the Landlord's obligations under Clauses 5.3, 5.4, 5.5, and 5.6. The written notice from the Tenant shall specify:-

- (i) the obligations which are the Landlord's responsibility under this Lease.
- (ii) the works required and a reasonable period for carrying them out; And if the Landlord fails diligently to carry out the works within the time limit set out in the notice (or in the case of an emergency immediately) the Tenant may at the cost of the Landlord choose to carry out the works.

5.10.2 Where the disrepair or works specified in a notice served under this Clause 5(10) are such that the Premises are uninhabitable or cannot reasonably or properly be used or inhabited the Landlord shall pay by way of liquidated damages a sum equal to the Rent payable from a period of 7 days after the service of the notice until the Tenant is satisfied that the works having carried out to the reasonable satisfaction of the Tenant as to render Premises habitable or the Lease terminated in accordance with this Lease.

5.10.3 Where the Tenant has carried out repairs under this Clause 5(10) the Landlord shall pay on demand to the Tenant all reasonable expenses (including building surveyors legal professional and administrative costs) properly incurred in connection therewith.

5.10.4 Sums payable by the Landlord under this Clause 5(10) shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by deducting the sum or sums due from the Rent which may then or may at any time thereafter become due under this Lease or by action.

5.10.5 Where the Tenant serves a notice under clause 5.10.1 above and the Landlord fails diligently to carry out the works and Tenant chooses not to or is unable to carry out the works the Tenant shall be entitled to withhold the Rent payable for the period from the date the breach was notified to the date the works specified in the notice have been completed by the Landlord to the satisfaction of the Tenant.

5.10.6 The remedies of the Tenant specified in this sub-clause are without prejudice to any other remedy available to the Tenant.

5.11 Landlords Indemnity

To indemnify and keep indemnified the Tenant against all matters or things registered or capable of registration in the Local Land Charges Register or anything that might be revealed by enquiry of any Local Planning or other Authority including any reduction (in the nature of capital cost) in the Tenant's capital budget for the financial years in which the Term falls arising from any misleading information provided to the Tenant or its agents regarding any former ownership or leasing to any Local Authority or Housing Association and resulting in this Lease being construed as capital expenditure and set against the Tenant's prescribed credit approvals for those financial years and any liability expenses and other costs incurred

5.12 Landlord's Insurance Covenant

The Landlord will:

5.12.1 effect and maintain Insurance (but only so far as it is not vitiated by any act, neglect or default

of the Tenant or anyone claiming title through the Tenant or anyone at the Premises with the express authority of either of them);

5.12.2 in the event of any loss or damage against which it has covenanted to effect Insurance, apply all monies received from the insurer in making good such loss or damage carrying out any necessary works of reinstatement as soon as reasonably practicable and will to the extent that such monies are insufficient make up such insufficiency out of its own resources;

5.12.3 on demand produce to the Tenant a copy or full details of the policies of Insurance and evidence that they are in force;

5.12.4 notify the Tenant of any material change in the provisions of any policy of Insurance from time to time.

5.12.5 ensure (where the obligation in the Head Lease is on the Head Landlord to insure) that the Building, including the Premises, is insured by the Head Landlord against the risks required by the Head Lease in accordance with the covenants contained in it, and that all premiums and other payments are paid to the insurers under the relevant policy. The Landlord must ensure that any money received under the policy in the event of a claim is applied in rebuilding or reinstating the Building, including the Premises.

5.13 Pest Control

5.13.1 Where there is evidence of pest infestation not caused by the act or default of the Tenant or its subtenants the Landlord shall:

- (i) on being notified by the Tenant immediately take steps to eradicate the infestation;
- (ii) where the Premises is so infested as to become uninhabitable pay to the Tenant by way of liquidated damages a sum equal to the Rent calculated from the date the Premises became uninhabitable to the date the Premises is passed by the Tenant as fit for human habitation or the Lease is terminated in accordance with this Lease whichever is the earliest.
- (iii) at the Tenant's request to enter into and maintain a contract for the control of pests with a company of repute and shall provide the Tenant with documentary evidence of the contract when required so to do.

5.14 Provision of services

The Landlord covenants with the Tenant to use all reasonable endeavours to provide or procure the provision of the Services in accordance with the principles of good estate management.

5.15 Management Agreement

The Landlord covenants with the Tenant to comply with the obligations on it contained in the Management Agreement

6. IT IS MUTUALLY AGREED AND DECLARED as follows:-

6.1 Breach and Non-Payment

6.1.1. If the Rent or any part thereof shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) or if there shall be a breach of any of the Tenant's covenants the Landlord shall in either case be entitled to terminate this Lease and thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon this Lease

shall immediately terminate but without prejudice to any right of action or remedy of either party in respect of breach of any of the covenants on their part herein contained.

6.2 Abatement of Rent, Reinstatement and termination

6.2.1. If and whenever the Premises or the Building or any part thereof shall at any time during the Term be destroyed or damaged by any of the Insured Risks so that the Premises is unfit for occupation and use and the policy or policies of Insurance shall not have been vitiated by any act or default of the Tenant the Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use to the extent that such loss of Rent is recoverable under Insurance against Loss of Rent.

6.2.2 The Landlord must ensure that the Premises or the Building or any part of it being totally or substantially destroyed or damaged by any of the Insured Risks be rebuilt or reconstructed if practicable. If due to such total or substantial destruction or damage the Tenant serves a notice to terminate the tenancy on the Landlord this Lease shall immediately terminate but without prejudice to any right of action or remedy of either party in respect of breach of any of the covenants on their part herein contained.

6.3 Tenant's Notice to terminate

In the event that the Tenant shall desire to terminate this Lease before the expiry of the Term then notwithstanding anything herein contained the Tenant may terminate this Lease by giving to the Landlord not less than four weeks previous notice of the date of termination of this Lease (to expire at any time) and on such termination the Tenant shall hand back the Premises with vacant possession and shall pay the rent up to the date of termination and this Lease shall thereafter be determined and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim PROVIDED ALWAYS that the Landlord shall compensate the Tenant for any repairs or improvements (other than those for which the Tenant is obligated to do under the covenants hereof) carried out to the Premises.

6.4 Landlord's Break Clause

The Landlord may at any time during the Term determine the Lease by service of a notice giving three calendar month's notice in writing expiring on any date.

6.5 Service of Notices

6.5.1 The respective addresses for service of notices under this Lease shall be the addresses referred to in this Lease but any party may, by written notice to the other, or (if more than one) others, substitute another address in England which shall then become the notice address.

6.5.2 A notice may be served by:-

- (i) handing it to a party or representative of the party to be served;
- (ii) leaving it at the notice address; or
- (iii) sending it to the notice address by first class special registered or recorded delivery post;

6.5.3 Any notice served by post shall be deemed to have been received 2 days after the day on which they were posted and otherwise shall be deemed to have been given at the time when in the ordinary course it may be expected to have been received.

6.5.4 In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted by first class, special

registered or recorded delivery post or that the facsimile transmission was properly addressed and sent as the case may be.

6.5.5 Any notice under this Lease must be given in writing and in the case of the Tenant addressed to the Authorised Officer at [] or in the case of the Landlord to its last known address or the address of the Landlord's agent.

6.6 Rent Apportionment

In the event of determination of this Lease for any reason before the expiry of the Term the Rent shall be apportioned to the date of termination.

Tax Liability

6.6.1 The Landlord will comply with all UK tax legislation relating to the Property or arising as a result of the relationship of Landlord and Tenant with respect to the Property and shall keep the Tenant indemnified against any claims or costs incurred due to the failure of the Landlord to comply

6.7 Condition of the Property

The parties agree that the condition of the Property at the date of this Lease is as set out in the Schedule of Condition.

Handback

6.8.1 Except as provided for in Clause 6.8.2 at the End of the Term the Tenant will peaceably leave and yield up to the Landlord with vacant possession the Premises (Tenant's fixtures and fittings excluded) which shall subject to clause 5.5.3 include the Furniture in no worse state and condition than as is evidenced by the Schedule of Condition (fair wear and tear excepted).

6.8.2.1 Where at the determination of the Lease, whether by effluxion of time or on the exercise of the Landlord's Break Clause (under Clause 6.4 above) the Tenant's sub-tenant or any lawful occupant remains in occupation of the Premises the Tenant's interest in the Premises shall determine except for the purpose of bringing possession proceedings against the Tenant's former sub-tenant or any unlawful occupant who entered into occupation of the Premises during the Term.

6.8.2.2 Where the Tenant's sub-tenant remains in occupation of the Premises after the determination of the Lease the Tenant shall be liable to pay the Landlord damages for use and occupation at the rate of the Rent until such time as the Tenant's sub-tenant is evicted from the Premises and no other sums.

6.8.3 If it is proved the Premises is damaged as a result of a breach of the Tenant's sub-tenant's wilful behaviour the Tenant shall (except and to the extent that this is the Landlord's obligation under this Lease) either:-

(i) well and sufficiently repair the damage ; or

(ii) pay to the Landlord the value of any such repair required up to a maximum of £1000.

6.8.4 Where during the Term or any hold over period the Landlord enters into occupation of the Premises whether personally or through agents before being formally allowed to do so by the Tenant's Valuation officer or where at the End of the Term the Tenant gives up the Premises with vacant possession and the Landlord refuses to accept the keys to the premises back then notwithstanding any disrepair that might have occurred for which the Tenant is responsible under this Lease the Tenant shall not be liable in anyway whatsoever for any such disrepair to

the Premises.

- 6.8.5 If at the End of the Term or during any period of holding over the Tenant gives vacant possession of the Premises back to the Landlord by handing over the keys to the Premises to the Landlord and the Landlord refuses to accept the keys the Tenant may at its discretion leave the keys in the Premises without any further notice to the Landlord and the Landlord will be deemed to have accepted the Premises back in its possession and the Tenant shall not be liable for any unauthorised occupiers or damages caused to the Premises or any loss suffered by the Landlord as a result.

Option to Renew

- 6.9.1 If the Tenant wishes to take a further lease of the Premises from the end of the Term, and at any time within the six months period before the end of the Term gives to the Landlord not less than one month's notice of that wish, then, provided the Tenant has paid all the Rent due and the Tenant does not receive any notice from the Landlord within one month of serving the option notice that the Landlord requires vacant possession of the Premises at the end of the Term, the Landlord must grant to the Tenant a further lease of the Premises for a term equivalent to the term of years requested by the Tenant commencing on and including the day following the last day of the Term, on the same terms and conditions as this Lease except as to the initial Rent.
- 6.9.2 Subject to any other rent agreed between the parties, the initial rent reserved by the further lease is to be an amount equal to the Rent payable under this Lease at the end of the Term.

Local Authority Powers

Nothing herein contained or implied shall prejudice or affect any of the statutory rights powers or duties for the time being vested in the Tenant as a local authority and all such rights powers and duties shall in regard to the Premises and any buildings thereon or the occupiers thereof be enforceable and exercisable by the Tenant

6.10 Mortgage Default

- 6.10.1 Where the Premises is mortgaged or otherwise charged as security for any loan and the Landlord either requests the Tenant to make payments direct to the mortgagee or (in breach of the terms of the mortgage or charge) fails to remedy any default in making the payments required by the mortgage within 28 days of any notice served by any mortgagee then unless the Landlord provides full particulars of the mortgage account into which the Rent can be paid to remedy any breach then the Tenant may withhold any rent due until such time as the Landlord has provided the Tenant with all necessary information so the Rent can be paid.
- 6.10.2 The Landlord confirms that the Property is subject to the mortgage (if any) appearing in the charges register of the Official Copy entries at the appropriate HM Land Registry as at the date of this Lease and that the entries were relied upon for the purposes of completion of this transaction and that it has obtained the consent of the mortgagee and the parties agree that where a mortgagee of the Premises has notified the Tenant that its security will be materially prejudiced by reason of the Landlord's default in making the required mortgage payments then the Tenant shall and (if so requested in writing) pay the Rent (in part or full) direct to the mortgagee as set out at the time of any such request .

6.11 Equal Opportunities

The parties shall comply with the provisions of the Equality Act 2010 insofar as it is applicable to the letting of Property

6.12 Costs

6.12.1 Each party shall pay their own costs and expenses for the preparation and completion of this Lease and counterpart thereof and any stamp duties payable in connection therewith.

6.12.2 The Tenant shall be entitled to make a reasonable administration charge in respect of any subsequent changes required by the Landlord to this Lease.

6.13 Arbitration

6.13.1 In the event of any dispute arising from a breach of any of the clauses of this Lease the same shall be determined by an arbitrator appointed by the parties and in default of such appointment a single arbitrator of the County Court in accordance with the Arbitration Act 1996 or any statutory modification or reenactment for the time being in force and FURTHER it is agreed that the arbitrator shall have jurisdiction notwithstanding the amount involved exceeds the jurisdiction limit for the time being in force in respect of arbitration proceedings in the County Court and his decisions shall be binding on the parties without prejudice to their rights of appeal on a point of law.

6.13.2 Each of the parties shall bear and pay their own costs that accrue prior to the reference.

6.14 Third Party Rights

Each party confirms that no terms of this Lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Lease.

IN WITNESS whereof the Landlord and the Tenant have executed this deed the day and year first before written.

THE FIRST SCHEDULE

Rights Granted

The Tenant and those deriving title through or otherwise authorised by the Tenant shall have the following rights in common with others during the Term:

1. All rights of support and protection afforded to the Premises.
2. Right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit forming part of the Landlord's adjoining or neighbouring property although in or passing through the Premises.
3. The right to enter any part of the Landlord's adjoining property to execute any repairs and other works pursuant the Tenant's covenants under this Lease.
4. The right for the Tenant and all other persons authorised by it (in common with all others entitled to such right) of access at all times to and egress from the Premises on foot through the Common Parts and the right otherwise to use the Common Parts for the purposes for which they are intended;

THE SECOND SCHEDULE

Exceptions and Reservations

The following rights are excepted and reserved to the Landlord:

1. Right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit forming part of the Landlord's adjoining or neighbouring property although in or passing through the Premises and the right to enter the Premises upon giving 14 days notice in order to inspect, clean, maintain, repair or renew any Conduit or to install any new Conduit and making good any damage caused.
2. The right to enter upon the Premises upon giving reasonable prior written notice (except in an emergency) to the Tenant and any subtenant to execute any repairs and other works pursuant to the Landlord's covenants under the Lease and the Head Lease.
3. The right to enter upon the Premises upon giving reasonable prior written notice to the Tenant and any subtenant to inspect or execute works of repair, maintenance, decoration, construction, alteration, improvement or otherwise to the Building or other property or in connection with the provision of Services under the Lease;

SIGNED as a Deed by the LANDLORD
in the presence of:

Witness Signature

Witness Name

Witness Address

Witness Occupation

THE COMMON SEAL of THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK
was hereunto affixed in the presence of:

Authorised Officer

Appendix 5

Nightly Paid Accommodation Agreement

THIS AGREEMENT is made the day of
BETWEEN

(3) **The Mayor and Burgesses of The London Borough of Southwark** of 160 Tooley Street,
London SE1 2QH ('the Council');

(4) [of] ('the Service Provider')

WHEREBY IT IS AGREED as follows: -

1. DEFINITIONS AND INTERPRETATION

1.1

Accommodation	means premises authorised by the Council which the Service Provider will use to accommodate applicants referred by the Council and includes hotel, hostel, self-contained accommodation flats and houses, and any other type of accommodation which is booked and paid for on a nightly basis.
Agreement	means this contract for the provision of nightly paid accommodation and includes schedules contained herein
Applicant	means any person referred to the Service Provider by the Council for accommodation.
Authorised Officer	he Authorised Officer shall be the person(s) notified to the Service Provider to act on behalf of the Council for the purpose of approving, removing or suspending Service Providers on the List, authorising or de-authorising use of accommodation and in general monitoring the performance of Service
Booking Letter	means a letter confirming the name of the Applicant, the start and end date of the booking and the rate per night as previously agreed with the Service Provider when making the booking
Data Protection Legislation	(i) unless and until the General Data Protection Regulations (GDPR) is no longer directly applicable in the UK, the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable law about the processing of personal data and privacy
DPS	means the Southwark Dynamic Purchasing System for the provision of temporary accommodation
Hostel	means accommodation which does not have self-contained cooking and/or bathroom facilities and is owned or managed by a registered provider of social housing (housing association) or a local authority
Hotel	means privately owned or managed accommodation which does not have self-contained cooking and/or bathroom facilities. This term therefore includes houses in multiple occupation, Bed and Breakfasts (whether or not breakfast is provided)
Landlord	means the Service Provider
Licence	means a licence to use the Accommodation on the terms and conditions set out in this Agreement

List	means the list of potential Service Providers from whom the Placement Officer may make a booking
Nightly Rate Accommodation	means accommodation which is charged at a nightly rate
Payment Officer	the Payment Officer shall be the person(s) notified to the Service Provider to act on behalf of the Council for the purpose of paying invoices
Placement	means a sub-licence granted by the Council to an Applicant to occupy premises
Placement Officer	The Placement Officer shall be the person notified to the Service Provider to act on behalf of the Council for the purpose of placing households into Accommodation
Providers Booking	means confirmation that the Council wishes to purchase Accommodation at the terms set out in the Booking Letter
Schedules	means the Schedules set out in this Agreement.
Services	means the provision of Accommodation for applicants referred to the Service Provider by the Council as expressed in the provisions and Schedules of this Agreement.
Service Provider	means the landlord of the Accommodation or their agent be they a company, partnership, sole trader or any other type of business or individual - providing accommodation to the Council, under the provisions set out in this Agreement.
Standards	means such standards as comply in each and every respect with all relevant provisions of the Service Level Agreement and where to the extent that no criteria are stated in the Service Level Agreement, the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards: (a) in a good, safe and efficient manner in accordance with good practice; (b) in accordance with all relevant provisions of the Service Level Agreement and "Setting the Standard" where applicable; (c) in accordance with the minimum accommodation standards set by the Council in Appendix 1 of the Dynamic Purchasing Agreement; (d) in accordance with all applicable statutes, statutory instruments, rules, regulations and bye-laws; (e) in a manner which shall not cause the image and reputation of the Council to be diminished in any way; (f) in accordance with the requirements of the Health and Safety at Work etc. Act 1974 and any other legislation, regulation or order relating to the health and safety of the public, operatives and or applicants
Vacancy	means unoccupied accommodation available for use by the Council

1.2 Words in the singular include the plural and vice versa. Words importing individuals shall be treated as importing corporations and vice versa; References to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

2. GENERAL PROVISIONS

2.1 This Agreement applies to all Nightly Rate Accommodation, irrespective of whether it is shared or self-contained.

- 2.2 Only those Service Providers on the Southwark's DPS will normally be asked to provide accommodation to the Council. There may be occasion, due to a lack of available suitable accommodation, where the Council may have to seek accommodation from alternative sources.
- 2.3 The Council does not guarantee or underwrite that it will place Applicants on a regular basis with the Service Provider or any Applicant at all.
- 2.4 If the Service Provider is not the Landlord, they warrant that they have the permission of the Landlord to enter into this Agreement.
- 2.5 The Agreement will apply to all Accommodation provided to the Council by the Service Provider.
- 2.6 The Service Provider hereby grants the Council a Licence to use the Accommodation on the terms and conditions herein contained for the purpose of providing temporary accommodation for the homeless in accordance with the Council's obligations under the homeless legislation, and for the Council to recover payment from the Applicant for the provision of this accommodation.
- 2.7 The Service Provider may be removed from the Southwark's DPS if their Accommodation or management does not meet the required standards as set out in this Agreement.
- 2.8 In entering into this Licence there is no intention to create any relationship of landlord and tenant as between the Service Provider and the Council or to confer on the Council any such rights as would amount in law to any form of tenancy or to create any form of partnership or joint venture.

3 BOOKINGS AND CANCELLATIONS

- 3.1 The Council's normal business hours are 09:00 hours to 17:00 hours, Monday to Friday save for bank holidays.
- 3.2 The Service Provider must notify the Placement Officer of current vacancies through the DPS electronic platform as specified by the Council.
- 3.3 The Placement Officer will contact the Service Provider when making a new booking, by telephone, email or through any other electronic platform as specified by the Council. The Placement Officer will inform the Service Provider of the Applicant's name, reference number, size of family and the duration of the booking. The Service Provider will in turn inform the Placement Officer of the location of the accommodation and any room number the Applicant is to be allocated
- 3.4 In the case of Hotels or Hostels, where the accommodation to be provided is located at a different address to that of the main site, the Service Provider must draw this fact to the attention of the Placement Officer before the booking is made.
- 3.5 Once a booking is confirmed the Service Provider must not transfer the Applicant to another location or room without the authorisation of the Placement Officer

- 3.6 The Placement Officer will provide the applicant with a Booking Letter or send it to the Service Provider via the DPS electronic system within two working days.
- 3.7 The Service Provider shall not be entitled to payment unless they have received a Booking Letter in the form and time period specified in these provisions. If the Placement Officer fails to provide a valid Booking Letter within the timescale specified in 3.6 above, the Service Provider must terminate the booking.
- 3.8 If the Placement Officer sends the Service Provider a booking that contains errors, the Service Provider should contact the Placement Officer immediately on receipt of the Booking.
- 3.9 The Service Provider must not allow any Applicant to use the Accommodation without a valid booking r, save where specified in the above provisions. For the avoidance of doubt the Service Provider shall not be entitled to payment unless he/she has received a Booking Letter in the form and time period specified in these provisions.
- 3.10 The Placement Officer may wish to reserve Accommodation from time to time and this will constitute a valid booking where the reservation has been confirmed in writing by the Placement Officer specifying the start and end date of the reservation.
- 3.11 If the Council decides that it wants to extend an Applicant's booking the Placement Officer will contact the Service Provider and provide details of the extension. The Placement Officer will send the Service Provider via the DPS a Booking Letter confirming details of the extension. If the Service Provider does not receive the booking letter confirming details of the extension within two working days the booking must be cancelled.
- 3.12 If an Applicant fails to take up a confirmed booking the Council will pay the Service Provider the equivalent of (1) one night's accommodation only. The Service Provider must inform the Placement Officer the next working day via the DPS in order to receive payment in this event.
- 3.13 The Placement Officer will contact the Service Provider when the booking of an Applicant is to be cancelled, subject to giving reasonable notice to the Applicant. Cancellations to end the booking for that night can be made before the Service Provider's "check out" time, which must be no earlier than 12pm. Cancellations made after that time will be for the following morning. The Service Provider shall not be entitled to payment from the Council beyond the date on which the booking has been cancelled.
- 3.14 The Council shall not take responsibility, financial or otherwise, for Applicants who remain at the Accommodation after their booking has been cancelled. In such circumstances it is the responsibility of the Service Provider to ensure that Applicant leaves the Accommodation, including taking appropriate legal steps to this end. The cost of any legal action must be borne by the Service Provider and will not be compensated for or otherwise financially covered by the Council.
- 3.15 The Service Provider must follow the correct legal process to evict the Applicant in accordance with the Protection From Eviction Act 1977, or such other legislation that may apply, which may require serving written notice and obtaining a court possession order. The Council will on request provide the Service Provider with information relevant to determining the correct eviction procedure to be followed.

- 3.16 The Service Provider agrees that the Council shall not under any circumstances be responsible for any damage caused to the Service Provider, their servants or agents or their property or their servants' or agents' property by Applicants, Applicants' household members or Applicants' visitors.
- 3.17 The Council does not guarantee or underwrite that it will place Applicants on a regular basis with the Service Provider or any Applicant at all. For the avoidance of doubt the Council shall have absolute discretion on placing Applicants with the Service Provider whom are either on the list or not on the list and in any order that it may think fit, but in general the Council may place Applicants with Service Providers who are on the list depending on the following factors:
- (a) Price
 - (b) Suitability with homeless families' needs
 - (c) Location
 - (c) Management arrangements
 - (e) Results of monitoring previous performance
 - (f) Quality of accommodation

4 HOUSING MANAGEMENT STANDARDS

- 4.1 The Service Provider must take appropriate and timely action to deal with nuisance, harassment or any other forms of unacceptable behaviour by Applicants and residents.
- 4.2 If the Service Provider wishes an Applicant to leave, the Service provider must consult with the Placement Officer before the placement can be terminated. The Service Provider must notify the Placement Officer of any breach of the rules alleged to have taken place.
- 4.3 The Service provider must carry out as appropriate regular fire safety checks, drills and testing of building and equipment in accordance with health and safety regulations and keep a record of these.
- 4.4 The Authorised Officer may issue instructions / guidelines from time to time regarding inspecting, cleaning, fire safety precautions and general health and safety measures to be undertaken by Service Providers.
- 4.5 All communication between the Service Provider and the Council must be via the DPS portal.
- 4.6 At least one full set of entry keys must be provided to the Applicant at no extra cost to the Council or the Applicant.
- 4.7 In the following instances, responsibility for the payment of council tax rests with the Service Provider which in any case, must not be passed on to the Council:
- 4.7.1 Self contained accommodation – The Provider shall be expected to register the Applicant for council CT and utility bills for the period of the occupation;
 - 4.7.2 Share accommodation – The Provider shall be responsible for all council tax and utility payments. For the avoidance of doubt, the Council has not be liability for the payment of any council tax or utility bills, whether the property is occupied or not.
- 4.8 Where the accommodation is self-contained, utility bills will be the responsibility of the Applicant, unless agreed otherwise with the Council. Where the accommodation is not self-

contained the accommodation services including heating, water, gas and electricity must be included in the rent, at no extra cost to the Council or applicant.

- 4.9 The Accommodation must comply with planning, licensing and registration requirements that apply in the area where the accommodation is located.
- 4.10 Where the accommodation is a Hostel or Hotel or other non-self-contained accommodation, the Standards set out in Appendix 1 will additionally apply.
- 4.11 The Service Provider will permit Council officers or contractors to inspect the Accommodation prior to placement or whilst occupied for the purposes of visiting the Applicant, or to determine that the standards set out in the Agreement are being complied with.

5 REPAIRS AND MAINTENANCE

- 5.1 The Accommodation must meet the minimum accommodation standards as set out in Schedule, and repairs standards in Appendix 2.
- 5.2 In accordance with section 11 of the Landlord and Tenant Act 1985, the Service Provider shall:
 - 5.2.1 Keep in repair the structure and exterior of the Accommodation (including drains, external pipes, gutters and external windows);
 - 5.2.2 Keep in repair and proper working order the installations in the Accommodation for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - 5.2.3 Keep in repair and proper working order the installations in the Property for space heating and heating water.
- 5.3. In accordance with section 11 of the Landlord and Tenant Act 1985, the Service Provider is not required:
 - 5.3.1 To repair anything which the Applicant is liable to repair by virtue of the Applicant's duty to take reasonable care of the Accommodation;
 - 5.3.2 To rebuild or reinstate the Accommodation in the case of destruction or damage by fire, storm or flood; or
 - 5.3.3 To keep in repair or maintain anything which the Applicant is entitled to remove from the Accommodation
- 5.4 The Service Provider should keep a record of any reported disrepair and action taken in response. These records will include the dates when disrepair is reported, the nature of the disrepair, dates when the applicant had not provided access, the repairs required, dates when repairs carried out and copies of any communications to and from the Applicant about disrepair. The Service Provider will on request supply the Council with copies of these records.
- 5.5 The Service Provider will provide on request summary performance information based on the records referred to in 4.4 providing details of the date repairs reported, nature of repairs required, and date repairs carried out.
- 5.6 The Council may inspect the Accommodation for purpose of assessing the state of repair.

6 TREATMENT AND STORAGE OF APPLICANT'S PROPERTY

- 6.1 The Service Provider shall in the event of an Applicant leaving any property in the Accommodation, ensure that no damage occurs to the said property and will store the said property in such a manner and make all reasonable efforts to ensure the said property is not lost or stolen for a minimum period of 28 days.
- 6.2 Immediately the Service Provider finds such property they shall inform the Placement Officer and make such necessary arrangements as directed by the Placement Officer to arrange for their collection by the Applicant or provision of storage.

7 EQUALITIES

- 7.1 The Service Provider will comply with its statutory obligations under the Equality Act 2010 and not unlawfully discriminate against people due to age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity, in relation to its management of the accommodation and employment of its staff.

8 DATA PROTECTION

- 8.1 The parties shall comply with all applicable requirements of the Data Protection Legislation. This clause 8 and Appendix 9 of the DPS Agreement is in addition to, and does not relieve, remove or replace, a party's obligation or rights under the Data Protection Legislation.
- 8.2 The parties agree that the provisions of Appendix 9 of the DPS Agreement shall apply to this Agreement.
- 8.3 The provisions of this clause 8 and Appendix 9 of the DPS Agreement shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

9 SERVICE PROVIDER'S INDEMNITY

- 9.1 The Service Provider shall fully indemnify and keep indemnified the Council from and against any and all loss damage or liability, whether criminal or civil, suffered and legal fees and costs incurred by the Council, including compensation or damages awarded by the courts or ombudsman services, resulting from a breach of the Service Provider's obligations under this Agreement, including, but not limited to:
 - (a) Breach of repairing obligations;
 - (b) Any act neglect or default of the Service Provider or its servants or employees or agents;
 - (c) Breaches in respect of any matter arising from the supply of Services resulting in any successful claim by any third party;
 - (d) The enforcement of this Agreement.

- 9.2 Where the Council has incurred a loss as set out in 9.1, the Council may make deductions from future payments to the Service Provider to recover this amount.
- 9.3 The indemnity under clause 9 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred the Council are directly caused (or directly arise) from the negligence or breach of this Agreement by the Council or its representatives.

10 INSURANCE

- 10.1 The Service Provider shall maintain at its own cost a policy of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council and or persons occupying or visiting its premises including its employees.
- 10.2 The Service Provider shall maintain the following minimum levels of cover:
- 10.2.1 public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims; and
- 10.2.2 employer's liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims.(the **Required Insurances**) The cover shall be in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider.
- 10.3 ***The Service Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.***
- 10.4 ***30.4 If, for whatever reason, the Service Provider fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.***
- 10.5 ***30.5 The terms of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the agreement.***
- 10.6 ***30.6 The Service Provider shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Agreement.***

11 COUNCIL'S LIABILITY

- 11.1 The Council shall not be liable to the Service Provider for loss or damage to the Service Provider's property.
- 11.2 The Council shall not be liable for any consequential losses to the Service Provider howsoever caused.

12 VARIATIONS

- 12.1 The Service Provider may request a variation to any of the provisions, terms or conditions contained in this Service Level Agreement and the Council reserves the right to grant or refuse such variations at its own discretion. A request for variation must be addressed to the Authorised Officer. The grant of a variation will be confirmed in writing, and in any case, will not be effective until such time written confirmation has been received by the Service Provider.
- 12.2 The Council may from time to time require changes to the services provided and accordingly upon giving notice to the Service Provider may add to, delete from, or otherwise, amend in any way the provision of the service.

13 DISPUTES

- 13.1 If any dispute or difference arises out of this agreement the parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved then the parties with the assistance of the Centre for Dispute Resolution may seek to resolve the dispute or difference by using an alternative dispute resolution (“ADR”) procedure acceptable to both parties.
- 13.2 If either party fails or refuses to agree or participate in the ‘ADR’ procedure or in the event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.

14 TERMINATION OR SUSPENSION

- 14.1 The Council shall be entitled to remove or suspend the Service Provider from the Southwark DPS in the following circumstances:
- 14.1.1 It is the opinion of the Authorised Officer that the Service Provider has failed to perform the Services specified in this Agreement or has failed to do so to the standard required under this Agreement and that such failure is in the opinion of the Authorised Officer incapable of remedy;
- 14.1.2 The Services Provide has refused to accept Applicants from the Council;
- 14.1.3 The standard of the Accommodation has been judged to be unacceptable by the Authorised Officer;
- 14.1.4 The Service Provider is in breach of its responsibilities under the Equalities Act 2010;
- 14.1.5 The Service Provider or any person acting on behalf of the Service Provider has:
- (a) given any fee or reward the receipt of which is an offence under sub-section (2) of Section 17 of the Local Government Act 1972;

- (b) committed any offence under the Bribery Act 2010;
- (c) the Service Provider compounds or makes any arrangement with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (d) mortgagor takes possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same; • an order is made, or a resolution passed, for the winding up of the Service Provider.

14.2 In the event of the Service Provider being removed from the List, the Service Provider will be notified within five working days and his/her bookings being cancelled for the reasons contained in Clause 14.1 above, and within one working day of such notice the Council will:

14.2.1 cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and

14.2.2 be entitled to employ and pay other persons to provide and complete the provision of the services or any part thereof; and

14.2.3 be entitled to deduct from any sum or sums, which would but for this condition have been due from the Council to the Service Provider under this Agreement or any other agreement, or be entitled to recover the same from the Service Provider as a debt, together with any loss or damage to the Council resulting from or arising out of the termination of the Service Provider's engagement. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating bookings and in making alternative arrangements for the provision of the Services or any part thereof; and

14.2.4 calculate the cost of any loss and/or damage and other costs arising from the Council's termination of its engagement with the Service Provider and deduct the same from any sum or sums which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt. The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider.

14.3 The termination of the Council's engagement with the Service Provider, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this engagement.

15 FORCE MAJEURE

14.1 Neither party shall be deemed in default of its obligations under the Service Level Agreement or shall be liable to the extent that it is unable to perform all or any of its obligations under this Agreement by reason of any fire, earthquake, flood, epidemic, pandemic, accident, explosion, casualty, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God or any ordinance or law of any executive or judicial orders.

16 WAIVER

16.1 Failure by the Council at any time to enforce the provisions of the Service Level Agreement or to require performance by the Service Provider or any of the provisions of the Service Level

Agreement may not be constructed as a waiver of such provision and will not affect the validity of the Service Level Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms

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

SIGNED by for and on behalf of
The Mayor and Burgess of the London Borough of Southwark
by
Signature:
Print Name:
Position:

SIGNED on behalf of **(the Service Provider)** by

Signature:
Name:
Position:

Schedule 1

Supplementary to Appendix 1 (Minimum Property Standards)

Additional MINIMUM ACCOMMODATION STANDARDS relating to Hotels and Hostels and HMOs only.

The following additional standards apply only to Hostels and Hotels and other non-self-contained accommodation:

1. Provision of breakfast is not required.
2. The Service Provider must comply with fire safety standards as they apply to hotels and hostels under the Regulatory Reform (Fire Safety) Order 2005, all other relevant legislation.
3. The Service Provider must have planning permission to carry on business as a hotel, hostel, guest house or house in multiple occupation.
4. The Accommodation must comply with any licensing and registration requirements that apply in the area where the accommodation is located.
5. (HOTELS ONLY) Clean sheets must be supplied at the beginning of each placement. Sheets in bedrooms must be changed at least weekly and on request or otherwise as directed by the Authorised Officer.
6. Rooms and communal areas must be cleaned daily and as necessary or otherwise as directed by the Authorised Officer.
7. Kitchens (communal) must be cleaned daily or otherwise as directed by the Authorised Officer.
8. The Service Provider must supply the Authorised Officer and the applicant with a copy of the rules of the hotel or hostel. Any rules and regulations of the hotel or hostel must be approved by the Authorised Officer. These rules must be displayed prominently in the hotel.
9. The Service Provider or operative must at least once every 4-weeks inspect all corridors and common parts to ensure the maintenance of fire regulations and other safety features. They must report any dangerous or serious incidents which might endanger the health and safety of applicants to the Authorised Officer / Placement Officer. A formal record of incidents / accidents occurring on the premises must be made using an incident / accident record book. This should be kept on the premises where practicable.
10. Applicants must not be prevented from occupying their rooms during the day. Where an Applicant is required to vacate the room for cleaning purposes, this must be for an agreed period, at a time of day reasonably convenient for the applicant.
11. Applicants must not be prevented from receiving visitors at the accommodation. The Service Provider may impose a time when visitors should leave the hotel/accommodation, however, the time imposed should not be earlier than 22:00hrs.

Appendix 6

Standard Management Agreement

AGREEMENT FOR MANAGEMENT OF ACCOMMODATION FOR HOMELESS PERSONS

Between

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF SOUTHWARK**

PARTICULARS

1. Date	
2. The Council	The Mayor and Burgesses of the London Borough of Southwark of 160 Tooley Street, London SE1 2QH
3. The Managing Agent	
4. Premises	
5. Term	3 (three) years from the Start Date of this Agreement
6. Start Date of Agreement	

CONTENTS

1. The Letting Process
2. Welcome Pack and Property Induction
3. Housing Management Plan
4. Repairs
5. Complaint Handling
6. End of Licence or Tenancy and Evictions

Safety and Protection of Occupiers, Anti-Social Behaviour

7. Domestic Violence, Hate Crime and Personal Safety
8. Safeguarding
9. Anti- Social Behaviour
10. Pets

Building Safety

11. Building Safety
12. Energy Performance Certificates
13. Occupier Protection
 14. Performance Reporting and Monitoring
15. Key Performance Indicators
16. Transfers
17. Termination of Licence
18. Void Periods
19. Payments to the Contractor (Rent)
20. Equal Opportunities and Customer Care
21. Payments to the Provider (Rent)
22. Obligations of the Council

23. Determination and extension
24. Waiver
25. Confidentiality
26. Prevention of Corruption
27. Freedom of Information
28. Compliance
29. Recovery of Sums

- 30. Liabilities and Insurances
- 31. Data Processing
- 32. Severance
- 33. Notices
- 34. Disputes
- 35. The Contracts (Rights of Third Parties) Act 1999
- 36. Publicity

General

- 37. Partnership or Agency
- 38. Rights and Remedies
- 39. Entire Agreement
- 40. Counterparts
- 41. Governing law
- 42. Jurisdiction

THIS AGREEMENT is made on the date

BETWEEN

The Mayor and Burgesses of the London Borough Southwark of 160 Tooley Street, London SE1 2QH (“the Council”) and

[Insert company name] whose company registration number is [] and whose company registered address is at [] (“the Managing Agent”)

and is intended to have effect from the date specified in Section 6 of the Particulars

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS the Managing Agent has agreed to acquire, lease or procure for Nightly Paid use certain residential premises to the Council for use by the Council as temporary housing accommodation and to manage such accommodation on behalf of the Council.

The Provider shall supply Accommodation which comply with the purposes of this Agreement.

If Provider wishes to terminate the leasehold interest in respect of any Units on the grounds that the Landlord is not performing its obligations then it shall not do so without the consent of the Council such consent not to be unreasonably withheld or delayed.

Duration of Agreement

This agreement will be for a period of 3 to 5 years from the date of this agreement or the termination date of the Councils lease, whichever is the later, or for use as Nightly Paid Accommodation on the basis of the NPA Agreement

Available properties

The Managing Agent shall supply Accommodation which comply with the purposes of this Agreement.

If the Provider wishes to terminate the leasehold interest in respect of any Units on the grounds that the Landlord is not performing its obligations then it shall not do so without the consent of the Council such consent not to be unreasonably withheld or delayed.

1. The Letting Process

Stage 1

- 1.1 The Managing Agent will make a property visible and available to the Council via the DPS system. It will be for the Supply and Placement Officer to reserve the property. The reservation will not constitute a contract, but will enable the Council to determine if the property meets the Council's criteria in terms of lease cost, location, size, type and compliance with standards.

Stage 2

- 1.2 The Council will either accept or reject the property based on the factors above and subject to any formal confirmation of compliance. This stage should take no more than 2 working days.

Stage 3

- 1.3 Upon reaching agreement and awarding a call off contract under the terms of the DPS, the Provider will notify and confirm the Council that a property is ready to let (equally when re-letting) by issuing a Notice of Availability on the DPS system which will confirm the date for letting.

- 1.4 A video and photos detailing each room of the property, the front and back elevation and a general floor plan will have been submitted as part of the ITT.

- 1.5 The Council will agree with the Provider an appointment time for viewing which will be confirmed on the Booking Form (TBC). The Council reserves the right to inspect the property and the Provider shall cooperate in arranging prompt inspection appointments. Any works requested by the AO must be satisfactorily completed before a property can be deemed ready for letting. The Council also reserves the right to refuse to nominate a household to a property if there are reasons to believe that the condition of the property fails to meet "The Standard".

- 1.6 Once the Council has issued accepted a property, it will enter into a Lease or Nightly Paid Agreement with the Provider. The Booking Form (Appendix TBC) will contain the required information for each household:

- Names of Occupier and family
- Current Address
- Household details
- Other essential background information concerning the household circumstances relevant to their housing requirements
- Details of furnishings and Items to be supplied
- Occupier's telephone number

- 1.7 The Provider shall ensure an accompanied viewing of the property with the nominated household or arrange for the keys to be collected. If required they will meet the household at coach or train station and take them to view the property. If the Occupier is required to collect the keys, the Supplier's Office must be within 20 minutes travel from the property. For the purposes of good customer service, the Occupier will not be required to travel more than one additional hour to collect the keys prior and view the property. The Council will also use the information, location, video, photos and floor plans as submitted to assess suitability and advise the Occupier that the property meets their requirements.

1.8 The Supplier shall advise the Council via the Southwark DPS on the same working day of the viewing of:a

- The date and of the viewing
- Full details of the property offer
- Members of the household that attended the viewing
- Acceptance or refusal with reasons
- Any specific other comment by other party

1.9 If the Occupier's view is that the property does not meet their requirements they will be required to give reasons in writing to the Council who shall consider the submission and make a decision, in line with the Placement Policy, as to whether the offer is suitable and reasonable to accept. If required the Council will further advise them to request a review of the offer.

1.10 The Council will be responsible for the signing up of the license agreement or non- secure tenancy and all matters relating to the Rent Account.

1.11 The Provider must not give keys to or move a Occupier into accommodation without a Booking Form except where the nominated Occupier has been allocated the premises outside working hours. In this case the personal details will have been given over the phone and a Booking Form will be issued the following day.

2. Welcome Pack and Property Induction

2.1 The Welcome Pack and Induction will take place at point of viewing if the Occupier is accepting property. In the event that this cannot happen in the time available the Provider shall visit, by prior appointment, within five working days or if a rooms in a HMO 3 working days, from the date of occupation to determine and enable the Occupier to be familiar with the property and understand any issues relating to it. If on this occasion access to the property is refused, not possible or if occupation has not commenced the Supplier shall immediately notify the Council.

2.2 Induction will cover the following and the Supplier will check that:

- How utilities are to be transferred into the Occupiers' name from the start of Occupation.
- Issued keys to the property (front /back and windows) are in working order
- The Occupier understands all the relevant details of the Welcome Pack
- The Occupier is satisfied with the condition and understands how to operate the cooker, Fridge, washing machine, heating system and timers
- The Occupier understands how to report any repair, fault or any other issue to the Provider
- The Occupier has no other reports that will affect the quiet enjoyment of the property
- For Rooms in HMO, the Provider shall additionally issue a "Shared Home Charter" to ensure that Occupiers do not or are not affect the comfort and well being of other Occupiers. This Charter will form part of the tenancy conditions and rights of the Occupiers.

3. Welcome Pack

3.1 The Provider will have submitted a standard version of the Welcome Pack as part of the ITT. This pack must be provided to the Occupier preferably at the viewing but no later than first visit.

3.2 Minimum Information to be Included

- The Provider's name, location map, address and telephone number.
- The name and contact details of the Property Manager
- Contact details for repairs and maintenance (including the emergency repairs service).
- Out of hours emergency contact number.
- Responsibilities of the Provider including repairs policy
- Council Tax Registration on occupation
- Responsibilities of the Occupier including the provision of an alternative emergency contact point and to inform Provider of any plans to be absent from the property longer than 15 days
- Confirmation of the terms relating to, other than accidental damage and reasonable wear and tear, caused by the occupiers or guests
- The Provider's Complaints Handling Process and Policy
- Management Standards
- Location and use of utilities: stop-cocks, meters and fuse boxes
- Gas and Electrical Certification compliant with current standard and regulation, Energy Performance Certificates and smoke and carbon monoxide detectors in relevant areas
- Instructions on how to operate heating & hot water systems (including timers), cooker, washing machines
- Where applicable, Instructions on how to report repairs to the heating system
- Details of telecom points and provider
- TV aerials
- Last Meter Readings (dated)
- Disposal and collection of Refuse (method and date)
- Proper disposal of items upon vacating the property, including potential safeguarding of any personal property by the provider where required (see section of property found abandoned, 4.8)

Local information on facilities & amenities, including:

- GPs;
- hospitals;
- schools;
- public transport, including local bus routes, bus stops, train and coach stations;
- shops and supermarkets;
- post offices & banks;
- Job Centre Plus;
- faith & other community groups;
- local authority offices;
- refuse and recycling collections;
- advice centres;

The provider will ask the Occupier to sign to confirm that they have received the welcome pack and any clarifications confirmed on site must be recorded by the Provider.

4. Housing Management Plan

4.1 The Provider shall submit a Housing Management Plan and Policy for all properties supplied to the Council and will be applicable to Rooms, Self Contained dwellings, and common areas unless otherwise stated.

4.2 It shall visit the Occupier and inspect each property at least once every six weeks after the initial welcoming visit for the first six months and then periodically, but at twice over the next six months.

4.3 All officers and representatives of the Provider must always carry and show appropriate photographic identification before entering the property

4.4 Trigger Points for additional visits in addition to the above:

- Visit and inspect any property in emergencies as deemed by the Council or Occupier within 24 hours.
- Visit and inspect if 3 or more repairs have been requested by the Occupier in any rolling 6 month period, or 5 over any 12 month period
- Visit and inspect after each complaint by the Occupier or third party
- Visit and inspect after two abortive appointments
- Visit and inspect if there are reasons to believe that the Occupier is not residing in the property as their principal home as set out in section 4.8

4.5 During all visits, the Provider will act professionally and not assume any wrong doing without clear evidence.

4.6 The following points will be recorded, (not be treated as an exhaustive list):

The Household:

Who is living in the Property?

- Are there any changes in the household's circumstances
- Damp and Mould: This is not to be treated as "lifestyle issue" without firstly testing and examining alternatives such as potential water penetration, ventilation supply etc.
- Are the terms and conditions of the licence/tenancy being complied with?
- Household Sustainment – Advise the Council's AO of any going in the property. Also be aware of any safety or medical issues that the household may have.
- Check alternative emergency contact details
- The Property
- Health and Safety issues: are smoke alarms/carbon monoxide detector functional,
- For rooms and HMOs, verify that Occupiers adhere to reasonable behaviour and specifically the housekeeping responsibilities for common areas and shared facilities
- General repairs – any outstanding repairs/maintenance issues to action
- Occupier's satisfaction with provided furnishings such as cooker, washing machine etc
- Where timely, verify that Gas Inspection Tests have been completed or advise Occupier when it is due.
- In Buildings, check compliance with FRAs, block management and security

Records

4.7 Anything that required action or is not in agreement with the Occupier should be recorded in writing and supported by video and photo. At the end of the inspection A Inspection Form will be completed, signed and dated by both the Occupier and the Provider's officer. These will kept on file and a copy and made available to the Council's AO within 48 hours.

Inspections

4.8 Inspection visits shall normally be made at pre-arranged times. The Provider shall not enter any of the properties without the permission of the Occupier without firstly carrying out the process below:

- a) No access for a pre-arranged inspection time: leave a card or letter requesting contact
- b) Further visit arranged as soon as possible, but different time (3 days for non-response to card):
- c) Repeated failure to gain access: Provider to advise Occupier in writing of their obligations under the Licence Agreement/Tenancy.
- d) If no contact after a further seven calendar days of the date of the above letter, the Provider can assume that the Occupier may no longer living at the Property and may enter the property. Only after inspecting and have evidence that the Occupier is deemed to have surrendered their Licence/Tenancy. A written notice of entry must be left in the property and Provider shall attempted to take reasonable steps to locate the whereabouts of the Occupier.
- e) The Provider will take photographs of any items in property that indicate abandonment such as post, condition of the kitchen and absence of usual indications of residing in the property. They are encouraged to visit neighbours and ask them if anyone is in occupation and when they last saw the Occupiers or members of their household. The Council should be advised after stage C.
- f) If after 3 working days of Stage D, The Provider will be satisfied that the Occupier has stopped living at the Property, and has therefore surrendered their Licence or Tenancy Agreement, the Provider will carry out a lock change and leave a notice at the door. The Provider shall ensure that at least two officers visit the Property together and that digital pictures are taken of the inside of the Property.
- g) When the Occupier's belongings are removed from a Property, the Provider will complete an inventory including photographic records made of them. The inventory shall note any damage or defects to any goods. Storage for 28 days will be provided and will give the former Occupier a reasonable opportunity to collect them. At the end of the 28 days, the Provider will seek permission from the Authorised Officer to dispose of the belongings. Cost of storage may be recovered from the former Occupier.

Termination of Occupation

4.9 On discovering that an Occupier has vacated a Property, or if advised of their intention to vacate a Property, the Provider shall notify the Supply and Placements Team immediately. If the Licensee returns the keys, the Provider shall issue them with a receipt and keep a copy for future reference. Providers shall keep a record of how and when they gain possession of a Property, recording such details as when keys were returned or locks changed and how they came to be aware that a Property was empty.

5. Repairs

5.1 The Provider is wholly responsible for carrying out all repairs to and maintenance of the property on terms set out in the lease and ensuring that the external appearance and cartilage of properties are clean and tidy both during and at the end of every licence and for maintaining the properties in good repair and condition.

5.2 The Provider shall provide a repairs policy and in accordance with and shall comply with this section. Providers shall submit their proposed Property Repairs and Maintenance Policy as part of their DPS

application. Updates and amendments to this policy must be supplied to AO which will not be unreasonably delayed or withheld. For the avoidance of doubt the Approval to the repairs policy shall be a pre-condition to acceptance on the DPS.

5.3 The Provider will be responsible for ensuring that repairs and maintenance to properties are carried out within the time scales required by this section.

5.4 Repairs shall be carried out to a high standard with minimum inconvenience to Occupiers. The Repairs Policy shall contain the following elements:

- a) The Provider shall make the Occupier aware of the property repairs policy.
- b) All repairs shall be allocated a reference number which shall be given to the Licensee.
- c) Repairs shall be prioritised in accordance with the property repairs and maintenance policy and the repairs priority list set out at Appendix 2.
- d) Occupiers shall be informed in writing and verbally when the repairs will be carried out and if more than one visit to the property in question for the purpose of repairs is required. The provider will use a text notification system and the Occupier shall be informed of any delays and given new appointment times,
- e) The Provider shall contact the Occupier after the completion of each and every repair to confirm that the work has been completed to the satisfaction of the Occupier.

5.5 Repairs shall be classed into three categories as set out in Appendix 2.

5.6 Repair obligations, which are not mentioned in this list but are considered the responsibility of the landlord, will also need to be completed within a period of time deemed reasonable by the Council.

5.7 Providers shall ensure that the Property Repairs and Maintenance Policy meets the required timescales set out above. Providers will have arrangements in place to ensure that if landlords fail to meet their obligations, the Provider will carry out the works within the required timescales irrespective of whether a landlord is co-operating with the repairs process or not.

5.8 Providers may charge Occupiers for the cost of repairs for damage caused by the Occupiers or their guests (i.e. not by normal wear and tear) but shall still undertake repairs in such circumstances subject to agreement with the Council that such charges are reasonable and proportionate.

5.9 If damage has been reported to the police and there is no evidence to suggest that the damage was caused by the Occupier, their family or guest to their Property, the Provider shall accept responsibility and carry out the repairs, once they have been given the crime reference number issued by the police.

5.10 Providers will indemnify the Council against any claims of disrepair made against the Council.

6. End of Licence or Tenancy and Evictions

(NB NOT APPLICABLE TO NIGHTLY PAID ACCOMMODATION)

6.1 The licence or tenancy may be terminated as a result of breach or a decision made by the Council. A licence may be terminated with reasonable notice as the Council will not have made a decision on the duty owed or may have notified the Occupier that no duty is owed. The Provider, acting reasonably

will be required to re-inform the Occupier of their departure date and make the necessary arrangements. The Council will have issued the notice of termination.

6.2 Where a decision has been issued that a duty is owed, the Occupier's rights will be covered by the Protection from Eviction Act and formal proceedings will be required. It will be for the Council to commence such proceedings. The Provider will deliver Notices to Quit to Occupiers on behalf of the Council, as instructed, for rent arrears, breaches and as result of Council's decisions under the relevant legislation. The person who delivers the notice will complete and sign two copies of a Certificate of Service.

6.3 The Provider will email and post one original certificate to the Council.

6.4 The Provider will be notified of the date of possession and will attend and take any follow up action following evictions.

7. Complaint Handling

7.1 The Provider will have submitted a complaints management policy as part of their DPS submission.

7.2 The provider's complaints policy should provide for:

- a) The logging of every complaint, verbal or written
- b) An acknowledgement of receipt of a complaint in writing within 3 working days together with a copy of the Provider's Complaints Policy and the summary of the Council's (
- c) fully respond to the complaint within 10 working days or have agreed, with the Occupier, an extension of time
- d) The intended action by the Provider that focus on resolution rather than defence
- e) The name of the Provider's responsible officer who will deal with the complaint. The first point of contact for the Occupier will be the Provider who will deal with the complaint in accordance with Complaints Policy
- f) If a Occupier is not satisfied with the Provider's response The Occupier must be advised that they may approach the Council under their policy. It is the provider's contractual obligation to fully cooperate with any investigation carried out by the Council.
- g) Landlord complaints shall be made to the Provider. The Council will not and it is not required to intervene in contractual disputes between a landlord and the Provider.

Safety and protection of Occupiers and Anti Social behaviour

8. Domestic Violence, Hate Crime and Personal Safety

8.1 The Council requires the Provider to deal with such reports proactively and as a high priority. All Occupiers have the right to live free from fear and its is role of the Council and Provider to enable this as far as it possible and practical.

- 8.2 Reporting hate crimes, harassment or domestic violence must be simple and followed up immediately. Interviews must be carried out sensitively and sympathetically, as soon as possible, in order to establish what has happened and to evaluate risks for the victim. Occupiers reporting domestic violence shall be offered the option of being interviewed by an Officer of the same gender.
- 8.3 If a historical violence is known by the Council or Provider, great care must be taken not to give any information any third party unless there is a clear need to know basis. In new cases of risk or incident the Provider shall inform the Council's AO with 24 hours.

9. Safeguarding

- 9.1 The Supplier is to be aware at all times of child protection and safeguarding issues and ensure that its staff are suitably trained in child protection and vulnerable persons. Refer to Appendix 10 for further details regarding safeguarding. If in the execution of its management duties or any of its agents has any concerns with respect to the health, safety or well being of any household member or person observed within the accommodation, the concerns should be immediately reported to the Council which placed the household in the accommodation.
- 9.2 If the placing Council does not acknowledge receipt of these concerns within 24 hours, then the Provider should refer the same concerns to the Council where the accommodation is located. The Provider is required to co-operate fully with any Council's reasonable request for information with respect to child protection and safeguarding issues. The Provider is expected to be aware of the safeguarding vulnerable groups and relevant legislation with respect to employment of staff and the fact that vulnerable single adults may be subject to cuckooing.

10. Anti- Social Behaviour

- 10.1 When a complaint is made about an Occupier's behaviour or the behaviour of a member of their household or a guest, the Provider shall follow the process set out below.
- 10.2 For the purposes of applying to be in the DPS, the Provider will have submitted an Anti- Social Behaviour Management Policy which the Council will have requested amendments prior approval or have approved.
- 10.3 Immediately on receiving a complaint, the Provider will investigate the circumstances and establish the facts. The investigation shall include an interview with the Occupiers and, if possible, the complainant, but always in the first instance separately. This is the first opportunity for both parties to discuss the complaint and must be conducted professionally and without immediate conclusion. A written record shall be kept of all interviews and kept confidentially along with any supporting evidence.
- 10.4 The Provider shall ensure that all evidence enables the Council to produce witness statements for use in court if there is sufficient evidence to support action against any perpetrator.

11. Pets

- 11.1 There will be no blanket ban on pets, but it will be a balanced judgement taking into account the type of pet, the suitability of the property for the pet and the Occupier's ability to control and

manage the pet as well as their acceptance for any damage caused. Pet/animals required for independent living (e.g. Guide Dog; Hearing Dog) will be permitted without other assessment. It will be for the Council to determine this aspect as part of the suitability assessment. Where pets are allowed, if a pet/animal is damaging a property or creating a nuisance then the provider will act accordingly as in any other situation.

12. Building Safety

12.1 All Properties

12.2 All properties accepted by the Council for letting will comply with current legislation and regulations:

- a. Maintain a Fire Risk Assessment Register and updated as required
- b. Half-hour fire check doors shall be fitted to kitchens and other fire doors will be present subject to the requirements, the type and height of the building
- c. Yearly Fire Risk Assessments with timed action plans
- d. fire regulations: All furniture shall comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire Safety) Regulations 1993.
- e. Gas Safety Inspections annually
- f. Electrical Certificates every five years
- g. Smoke and Carbon M detectors fitted in line with regulations and good practice

12.3 The Provider will also ensure that minimum standard (Appendix 1) is complied with.

12.4 HMO, Flats in Blocks

12.5 The Provider will be required to have clear fire evacuation procedures and routes for all Occupiers of the Property and have the evacuation Procedures and Routes clearly displayed in the Property. The Provider will be required to inform all new Occupiers what to do in case of fire and give them details of; the fire precautions provided in the Property and in their Room, the escape routes/provisions within the Property and the safe assembly points outside it.

12.6. Smoke and Carbon M detectors will be provided in each room, Kitchen and hallway/staircase and inspected on each visit

12.7. Where required by Building Control Regulations and Health and Safety Legislation or other regulations, The provider shall ensure that HMO and other buildings are fitted with Fire Alarms, Legionella Testing is carried out annually and FRA carried out and actioned and updated.

12.8. Where required ensure that any cladding or other building materials covering the building are permitted under current regulations

- 12.9. Lifts where the Provider has exclusive use of the building will be maintained by regular Lift Maintenance Inspection, at least annually. If the Provider has no control over the building, it shall ensure that it takes reasonable steps to provide good management to the Occupier such as monitoring compliance of the Building Management Plan by others.
- 12.10. The Provider must ensure that an 'individual assessment and a personal evacuation plan' is drawn up for any Occupier with disabilities or mobility issues covered by the Equality Act 2010. The Council shall identify to the Provider any Occupier who needs an 'individual assessment and a personal evacuation plan'. This will be completed in co-operation with the Occupier and a copy supplied to the Occupier; the original being retained by the Provider to inspection by the council on request.
- 12.11. The Provider shall provide a notice displaying the Emergency Services numbers (999/111) for Fire, Police and Ambulance as well as local numbers for environmental health service, Police station and local doctors.

13. Energy Performance Certificate

- 13.6. An Energy Performance Certificate (or EPC) is required. It is the responsibility of the Provider to provide a valid EPC that will be issued to the Occupier in their pack. The property must have a potential energy efficiency rating no lower than C. If the rating is currently lower than C, the provider must put into place the recommendations needed to achieved C or higher.

14. Occupier Protection

- 14.6. If Property is re-possessioned without the Lease having been brought to an end and without a Court Order it could result in a prosecution for unlawful eviction and/or a claim for damages for trespass. Therefore Properties shall be re-possessioned only after careful consideration and consultation with the Council's AO.

15. Performance Reporting and Monitoring

15.1 The Council will implement a performance monitoring report from the Provider as set out in Appendix 8. This will provide a Template for the Monthly and Quarterly Key Performance Indicator Report. The template may be changed from time to time by the AO following consultation with the Provider.

15.2 Contract Liaison Meetings Contract liaison meetings will be held quarterly between the AO and the Provider with a template of a Contract Liaison Meeting Agenda. (Appendix 7). The Provider will be entitled to add items. Attendance of these meetings is compulsory with the dates for these meetings agreed in advance. The meetings will review the management performance of the Provider and actions by the Council including operational management issues and property procurement.

16. Key Performance Indicators

Refer to documentation in Appendix 8 of this Agreement for details.

16. Transfers

16.1 Transfers will only be considered by the Council following a suitability assessment or a decision based on change in circumstances. There will be factors beyond the Occupier's or Provider's control such as lease expires or other hand back of property to the landlord, statutory overcrowding or , under-occupation, violence and/or harassment resulting in a risk to an occupant's health and safety or new overriding medical reasons. All transfers will be authorised and managed by the Council.

17. Utilities and Council Tax

17.1 The Provider shall ensure that the utility companies and the Council Tax Division of the relevant Council are notified of the details of the occupancy of the property. The Occupier shall be responsible for all accounts in respect of gas, electricity, water and other services and Council Tax, except during void periods when the Provider shall be responsible for these charges.

17.2 Normally gas and electricity supplies should remain connected during void periods unless otherwise determined by the Provider. Meter readings and final accounts for all utilities at the beginning and end of each Occupancy shall be the Provider's responsibility.

17.3 For shared accommodation, council tax and utility payment shall be met by the Provider. For the avoidance of doubt, the Council will not be responsible for any council tax or utility payment whatsoever.

18. Terminations of Lease and Contracts

18.1 If the Council has entered into a lease based on incorrect facts or misrepresentations by the Landlord or Provider, the Lease shall be null and void, payment will be suspended and the Provider will be liable to repay any weekly charge paid by the Council.

19. Void Periods

19.1 The Provider shall ensure that any vacated property is ready for re-letting within 5 working days. If the property is void for 6 working days or more the Council's payment will stop until such time that the property is available for letting.

19.2 The Provider shall be responsible for any payment of rents to the Landlord during the void period.

19.3 The property will be classified as void on the date the property is vacated by the Occupier or when the Supplier is notified by the Council that the occupier has vacated the property.

19.4 It is the Provider's responsibility to ensure prompt return of the keys by the former Occupier.

19.5 The Provider shall take a full inventory including photos of and store any belongings of the household left in the property and seek advice from the AO. Refer to clause 17.4 main DPS

contract for further details on action to be taken on storage and disposal of former licensee's belongings.

20. Lease Renewal and Handbacks

- 20.1 In the last twelve months of the lease period, all potential renewals and handbacks will be sent to the Council for consideration and action. If the provider are of the opinion that a lease may be subject to renewal, it shall submit an offer for renewal to the AO for consideration and a response within 28 days.
- 20.2 All renewals negotiations must be completed six months prior to the end of lease date and reviewed quarterly.
- 20.3 Where a property is to be handed back, it is for the provider to notify the Council within a minimum of 6 months.
- 20.4 The Council will be responsible for providing vacant possession.
- 20.5 Vacant possession may be subject to legal action and outside the Council's control. Where the Council's responsibility to provide vacant possessions through the County Court, the Council will provide a regular update on progress.

21. Payments to the Provider (Rent)

- 21.1 Payments to the Provider are subject to review for periods exceeding 3 years only.
- 21.2 The Provider shall be entitled to receive payment for the supplied properties in accordance with the Nightly Paid Agreement NPA and the Lease (TA). Rent shall cease being payable if the property is not ready to let within 5 days of becoming void. The rent will become payable again on the date a property is ready to let and made available to the Council.
- 21.3 The Council shall pay the agreed rent to the Provider monthly in advance (in arrears for NPA) and on submission of an invoice detailing all payments required in respect of each Property.
- 21.4 Where there is any dispute over payments, deductions or charges, the Council and the Provider will seek to resolve the matter through discussion and negotiation at the appropriate Liaison Meeting. Where such negotiations are unsuccessful, the Council and the Provider will follow the dispute resolution procedure as set out in the Call-Off contract.

22. Obligations of the Council

The Council will be responsible for setting the rents charged to Occupiers and reviewing the same in accordance with the terms of the Tenancy and collecting all rents due under the Tenancy Agreements.

23. Determination and extension

This Agreement will be terminated upon the termination of the Council's lease, howsoever occurring by agreement of the parties.

24. Waiver

Any failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not amount to a variation of them or constitute a waiver of the right at any time to enforce all terms and conditions of this Agreement except where expressly agreed in writing between the parties.

25. Confidentiality

25.1 The Council will disclose to the Managing Agent all information that the parties agree is necessary for the proper performance of the Managing Agent's obligations under this Agreement. The Council shall promptly notify the Managing Agent of any material change to the information provided.

25.2 Both parties will keep confidential any information which is obtained during the course of performing the obligations relating to the other party's business and will not during the course of this Agreement or at any other time thereafter, disclose such information to any other person, without the prior written consent of the other party, save to the extent that the disclosure of the same is required by law.

25.3 All information, advice, written, or oral, made available by either party to this Agreement to the other shall be provided for the sole purpose of this Agreement and shall not be disclosed to a third party without the prior written consent of the other party.

25.4 Neither party shall be held in breach of the foregoing provisions of this Clause if, prior to receipt from the other party, it is in possession of information which has already entered the public domain or has been obtained from a third party who is lawfully authorised to disclose the same.

25.5 On termination of this Agreement, the Managing Agent will immediately return to the Council, any reports, documents or data in whatever form which he may have been supplied by the Council and copies of the same which he may have made during the course of performing its obligations.

- 25.6 The parties agree to comply with the provisions of the Data Protection Act 2018 and any amendment thereof.
- 25.7 Both parties shall ensure that its officers and employees comply with the provisions of this Clause.
- 25.8 This Clause shall remain in full force and effect notwithstanding any termination of this Agreement.

26. Prevention of Corruption

- 26.1 The Council shall be entitled to terminate this Agreement forthwith if the Managing Agent, its servants or agents with or without its knowledge has:
- 26.1.1 offered given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Agreement or any other agreement with the Council or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council; or
- 26.1.2 committed any offence under the Prevention of Corruption Acts 1889/1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

27. Freedom of Information

- 27.1 The Managing Agent acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Association's/Managing Agent's expense) to enable the Council to comply with these information disclosure requirements.
- 27.2 The Managing Agent shall and shall procure that its sub-contractors shall:
- 27.2.1 transfer the Request for information to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information;
- 27.2.2 provide the Council with a copy of all information in its possession or power in the form in the form that the Council requires within 5 Working Days (or such other period as the Council may specify) of the Council requesting the information; and

27.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA (or Regulation 5 of the Environmental Information Regulations).

27.3 The Council shall be responsible in determining at it's absolute discretion whether the commercially sensitive information and/or any other information:

27.3.1 exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

27.3.2 is to be disclosed in response to a Request for Information and in no event shall the Managing Agent respond directly to a Request for information unless expressly authorised to do so by the Council

27.4 The Managing Agent acknowledges that the Council may act in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of the FOIA (issued under section 45 of the FOIA November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information:

27.4.1 with consulting with the Managing Agent; or

27.4.2 following consultation with the Managing Agent and having taken its views into account.

27.5 The Council shall be responsible in determining at it's absolute discretion whether the commercially sensitive information and/or any other information:

27.5.1 exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

27.5.2 is to be disclosed in response to a Request for Information and in no event shall the Managing Agent respond directly to a Request for information unless expressly authorised to do so by the Council

27.6 The Managing Agent acknowledges that the Council 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 the FOIA (issued under section 45 of the FOIA November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose

information:

27.6.1 with consulting with the Managing Agent; or

27.6.2 following consultation with the Managing Agent and having taken its views into account.

27.7. The Managing Agent shall ensure that all information produced in the Course of the Managing Agent relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

28. Compliance

28.1 The managing Agent shall comply with all relevant legislation, government best practice and standards and Council rules including in particular:

28.1.1 The Equality Act 2010, (and insofar as they remain in force – the Race Relations Act 1976 (as amended), the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Disability Discrimination Act 2005 and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body;

28.1.2 The Health and Safety at Work Act 1974 in order to protect the health and safety of its personnel and those of the Council and all other people and to adopt safe methods of work;

28.1.3 The Modern Day Slavery Act 2015 and any other applicable anti-slavery ad human trafficking law, statute, regulations and codes fro time to time in force.

28.2 The Managing Agent will notify the Council as soon as it becomes aware of any compliant or proceedings (whether civil or criminal) brought or likely to be brought against the Managing Agent alleging unlawful discrimination or any investigation of the Managing Agent's performance of this Agreement, by a body referred to in clause 28.1 in the event of any such complaint, proceedings or investigation the Managing Agent will cooperate fully and promptly with the body undertaking the investigation or bringing the proceedings.

28.3 The Managing Agent will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of any such investigation or proceedings as described in clause

28.2.

- 28.4 The Managing Agent will provide the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract and vice versa.
- 28.5 In the event that the Managing Agent enters into any sub- contractor in connection with this Agreement, it shall impose obligations on the sub-contractors substantially similar to those imposed pursuant to this clause 28.

29. Recovery of Sums Due

- 29.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Managing Agent (including any sum which the Managing Agent is liable to pay to the Council in respect of any breach of this Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Managing Agent under the Agreement or under any other agreement or contract with the Council or with any department, agency or authority of the Crown.
- 29.2. Any overpayment by the Council to the Managing Agent, whether of the contract price or tax, shall be a sum of money recoverable by the Council from the Managing Agent.
- 29.3. The Managing Agent shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Managing Agent has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Managing Agent.

30. Liabilities and Insurances

- 30.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 30.2 The Managing Agent shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement in respect of any death or personal injury, or loss of or damage to property which is caused directly or indirectly by any act or omission of the Managing Agent. This clause shall not apply to the extent that the Managing Agent is able to demonstrate that such death or personal injury, or loss or damage

was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its or their control.

30.3 The Managing Agent shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

30.3.1 public liability insurance with a limit of indemnity of not less than £10,000,000 in relation to any one claim or series of claims; and

30.3.2 employer's liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims.(the Required Insurances) The cover shall be in respect of all risks which may be incurred by the Managing Agent, arising out of the Managing Agent's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Managing Agent.

30.3 The Managing Agent shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

30.4 If, for whatever reason, the Managing Agent fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Managing Agent.

30.5 The terms of any insurance or the amount of cover shall not relieve the Managing Agent of any liabilities under the agreement.

30.6 The Managing Agent shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Agreement.

31. Data Protection

31.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 31 and Appendix 9 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

31.2 The parties agree that the provisions of Schedule 16 shall apply to this Agreement.

The provisions of this clause 31 and Appendix 9 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

32. Severance

In the event of any provision of the Agreement being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of this Agreement which shall remain in full force and effect.

33. Notices

Any notice served on either of the parties except where expressly provided for under the terms of this Agreement to be served electronically or by post. If served by post, it shall be sent by prepaid first class recorded delivery post and shall be deemed to have been received by the addressee within 48 hours of posting if sent in the case of the Council to the to the Director of Residents Services at 160 Tooley Street, London SE1 2QH or in the case of the Managing Agent their named representative or such other officer or address as so notified from time to time by either party in writing.

34. Disputes

34.1 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:

34.1.1. 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 parties shall attempt in good faith to resolve the Dispute;

34.1.2 If the Authorised Representatives 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 Council's Head of Housing Solutions and the Managing Agent's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it; and

34.1.3 If the Council's Head of Housing Solutions and the Managing Agent's [SENIOR OFFICER TITLE] 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 14 days after the date of the ADR notice.

34.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 41 which clause shall apply at all times.

35. The Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person or persons other than the parties to this Agreement shall have any right under it nor shall it be enforceable by any person other than the parties to it under that Act.

36. Publicity

36.1 The Managing Agent shall not:

36.1.1 make any press announcements or publicise this Agreement or its contents in any way;
or

36.1.2 use the Council's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction without the prior written consent of the Council's.

General

37. Partnership or Agency

37.1 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.

37.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

38. Rights and Remedies

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

39. Entire Agreement

39.1 This agreement and the documents referred to in it 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.

39.2 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

40. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

41. Governing law

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

42. Jurisdiction

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

Signed on behalf of **[the Managing Agent]** by

Signature:

Signature:

Print name:

Print name:

Signed on behalf of **The Mayor and Burgesses of
The London Borough of Southwark.**

Signature:

Signature:

Print name:

Print name:

Appendix 7 - Model Annual Performance Review Meeting Agenda

- Minutes and Matters Arising
- Portfolio Breakdown/Mix
- Procurement
- Housing Management Issues
- Gas Checks
- Performance Statistics
- Legal Proceedings
- DPS Use
- Payments & Invoicing
- Any Other Business
- Date of Next Meeting

Appendix 8

Key Performance Indicators – Draft

Key Performance Indicators Reporting Template

Provider	Name
Period	QX Date

Provider KPIs

PROPERTY	Number
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New properties

Handbacks

Renewals

Voids where re-let over 5 days

Repairs completed in target

<i>Emergency</i>	95%
------------------	-----

<i>Urgent</i>	90%
---------------	-----

<i>Routine</i>	90%
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Customer Service

Property Induction in person	80%
------------------------------	-----

Handbook issued within timescales

Home Visits in first 12 months	90%
--------------------------------	-----

Complaint handling

Total Received

Response within timescale	%
---------------------------	---

Resolved

Referred to Council

Action Required by Provider	Number
-----------------------------	--------

Non occupation inspections

Non Occupation possession

Property Disrepair inspections

Occupier request visit/action
(Harrassment and Safety)

Anti Social Behaviour

Council

Outstanding Queries Provider/Council

Hand backs (delays)

Renewals (Delays)

Complaints upheld
Complaints not upheld
Ombudsman Complaints %
Invoice Payment within Target
Unpaid Invoices
Disputed invoices

Appendix 9

Data Processing

1) Definitions:

Controller	shall have the same meaning as set out in the GDPR.
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this agreement, including any Personal Data Breach.
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation	mean (i) (unless and until the GDPR is no longer directly applicable in the UK), the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
Data Subject	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
Parties	shall mean the Controller and the Processor
Personal Data	means shall have the same meaning as set out in the GDPR.
Personal Data Breach	shall have the same meaning as set out in the GDPR.
Process	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing and “Processing” and “Processed” shall be construed accordingly.
Processor	shall have the same meaning as set out in the GDPR.
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and

services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-Processor any third party appointed to Process Personal Data on behalf of the Managing Agent related to this agreement.

- 2) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Managing Agent is the Processor. The only Processing that the Managing Agent is authorised to do is listed in Annex A by the Council and may not be determined by the Managing Agent.
- 3) The Managing Agent shall notify the Council immediately if it considers that any of the Council's instructions infringe the Data Protection Legislation.
- 4) The Managing Agent shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Council, include:
 - a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 5) The Managing Agent shall, in relation to any Personal Data Processed in connection with its obligations under this Agreement:
 - a) Process that Personal Data only in accordance with the attached Schedule, unless the Managing Agent is required to do otherwise by Law. If it is so required the Managing Agent shall promptly notify the Council before Processing the Personal Data unless prohibited by law;
 - b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) cost of implementing any measures;
 - c) ensure that :
 - i) the Managing Agent's Personnel do not Process Personal Data except in accordance with this agreement (and in particular the attached Schedule);

- ii) it takes all reasonable steps to ensure the reliability and integrity of any Managing Agent's Personnel who have access to the Personal Data and ensure that they:
 - (1) are aware of and comply with the Managing Agent's duties under this clause;
 - (2) are subject to appropriate confidentiality undertakings with the Managing Agent or any Sub-processor;
 - (3) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this agreement; and
 - (4) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - d) not transfer Personal Data outside of the EU unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - i) the Council or the Managing Agent has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Council;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Managing Agent complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Council in meeting its obligations); and
 - iv) the Managing Agent complies with any reasonable instructions notified to it in advance by the Council with respect to the Processing of the Personal Data;
 - e) at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the agreement unless the Managing Agent is required by law to retain the Personal Data.
- 6) Subject to clause 6), the Managing Agent shall notify the Council immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory Council in connection with Personal Data processed under this agreement;
 - e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f) becomes aware of a Data Loss Event.
- 7) The Managing Agent's obligation to notify under clause 5) shall include the provision of further information to the Council in phases, as details become available.
- 8) Taking into account the nature of the Processing, the Managing Agent shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any

complaint, communication or request made under clause 5) (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:

- a) the Council with full details and copies of the complaint, communication or request;
 - b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested by the Council following any Data Loss Event;
 - e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 9) The Managing Agent shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Managing Agent employs fewer than 250 staff, unless:
- a) the Council determines that the processing is not occasional;
 - b) the Council determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - c) the Council determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10) The Managing Agent shall allow for audits of its Data Processing activity by the Council or the Council's designated auditor.
- 11) The Managing Agent shall designate a data protection officer if required by the Data Protection Legislation.
- 12) Before allowing any Sub-processor to Process any Personal Data related to this Agreement, the Managing Agent must:
- a) notify the Council in writing of the intended Sub-processor and Processing;
 - b) obtain the written consent of the Council;
 - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
 - d) provide the Council with such information regarding the Sub-processor as the Council may reasonably require.
- 13) The Managing Agent shall remain fully liable for all acts or omissions of any Sub-processor.
- 14) The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

15) The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days notice to the Managing Agent amend this agreement to ensure that it complies with any guidance.

16) The Managing Agent shall fully indemnify the Council against any losses, damages, cost or expense incurred by the Council arising from, or in connection with, any breach of the Managing Agent's obligations under this Appendix 9.

Annex A

1. The Managing Agent shall comply with any further written instructions with respect to Processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the Processing	The leasing and management of property for the purposes of providing temporary accommodation for homeless households referred by Southwark council
Duration of the Processing	For the duration of the contract
Nature and purposes of the Processing	The nature of the processing is to hold personal information relating to each household referred by the council and housed in the individual property. , The purpose may include for repairs, visits, complaints and property inspections
Type of Personal Data	Includes information such as the name, surname, date of birth of each member of the household, telephone numbers, contact details for third parties in case of an emergency.
Categories of Data Subject	Occupiers, council employees or agents, employees of the service providers

<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Processor to return or delete the personal data at the end of the contract.</p>
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Appendix 10

Safeguarding

The links bellows provide details Southwark Council's policies and procedures relating to safeguarding.

Children's - [Child protection - Southwark Council](#)

Adults - [Safeguarding adults - Southwark Council](#)