



Dated 2019

Bury Metropolitan Borough Council

and

Six Town Housing Limited

Agreement for the delivery of housing management and other services

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Agreement

dated 2019

Parties

- (1) **Bury Metropolitan Borough Council** of the Town Hall, Knowsley Street, Bury, Lancashire BL9 0SW (the **Council**);
- (2) **Six Town Housing Limited** with registered company number **04948846** whose registered office is 6 Knowsley Place, Angouleme Way, Bury, Lancashire, BL9 0EL (**Six Town**),

each shall be a **Party** and together, the **Parties**.

Introduction

- (A) The Council is the local housing authority for its area pursuant to Sections 1 and 2 of the Housing Act 1985 (**1985 Act**) and pursuant to the powers contained in the 1985 Act provides housing accommodation and exercises general management, regulation and control of its housing accommodation.
- (B) Pursuant to Section 27 of the 1985 Act and with the approval of the Regulator and pursuant also to the Local Government (Contracts) Act 1997, the Deregulation and Contracting Out Act 1994 and Section 1 of the Localism Act 2011 and all other enabling powers the Council agrees that Six Town shall exercise such of the Council's management functions and other services and functions as are specified herein.
- (C) The Council and Six Town intend to work in partnership together within a spirit of mutual co-operation in order continuously to improve the Services.
- (D) The Council and Six Town have agreed to carry out their respective obligations under this Agreement in compliance with the provisions of the Partnership Protocol is set out in Schedule 5.
- (E) This Agreement replaces the current agreement between the Council and Six Town and the parties acknowledge that this Agreement and the Member Agreement represent a fundamental shift in the relationship between the parties, moving from a relationship more akin to client/ contractor to a Parent and subsidiary relationship. This will be embedded through a cultural shift which will include a more robust performance delivery and monitoring mechanism than has existed to date.

1 Definitions and interpretations

1.1 The definitions used are as follows:

Appropriate Index means CPI;

Articles means Six Town's articles of association;

Business Plan means the document so entitled which describes (amongst other things) the outputs to be achieved by means of delivery of the Services to be provided by Six Town and any variations of such document made pursuant this Agreement;

CPI means the all items index of consumer price inflation published each month by the Office for National Statistics and to the extent that such index shall cease to be published such other index as agreed by the parties;

Commencement Date means 1 June 2019;

Council's Representative means the Council's Director of Business Growth or such other person with a similar role who may be nominated from time to time by the Council;

Current Services Fee means £10,882,166 for the period 1 June 2019 to 31 March 2020 only;

Data Protection Laws means the Data Protection Act 2018 (**DPA 2018**), the General Data Protection Regulation (EU) 2016/679 (the **GDPR**) or such other domestic legislation that supplements and / or implements the GDPR, along with any associated all related guidance, codes of conduct and direction given by the Information Commissioner's Office;

DLO means the direct labour organisation forming part of Six Town;

Dwelling means any leasehold or tenanted dwelling house to be managed by Six Town pursuant to this Agreement and includes

- (a) any part of a building occupied or intended to be occupied as a separate dwelling house (in particular but without limitation a flat and the communal areas of blocks of flats save that any flat let together with a shop unit as part of the same demise or otherwise shall be excluded),
- (b) any land, gardens, outhouses, private paths or driveways usually enjoyed with any such dwelling house; and
- (c) group homes for sheltered accommodation together with any land, gardens or driveways usually enjoyed with any such sheltered accommodation;

Expert shall be a recognised expert in council housing management agreed to be appointed by the parties and in default of agreement nominated at the request of either party by the President of the Chartered Institute of Housing;

Fee means the Management and Other Services Fee, Maintenance Services Fee, Improvement Services Fee and/or Works Fees payable by the Council pursuant to and calculated in accordance with clause 12;

Financial Year means the period from 1 April to 31 March;

HRA means the Housing Revenue Account;

Improvement Services means those Services described in the Specification and **Improvement** shall be construed accordingly;

Improvement Services Fee means the fee payable to Six Town under clause 11 for the provision of Improvement Services;

Improvement Work Contracts means those works contracts let pursuant to clause 9;

KPIs means key performance indicators;

Maintenance Services means those maintenance Services described in the Specification and **Maintenance** shall be construed accordingly;

Maintenance Work Contracts means those work contracts let pursuant to clause 8;

Management and Other Services means those management and other Services described in the Specification and **Management** shall be construed accordingly;

Management and Other Services Fee means the fee payable to Six Town under clause 12 (including the Current Services Fee and the New Services Fee) for the provision of the Management and Other Services;

Member Agreement means the agreement dated on or about the date hereof and made between the Council and Six Town;

New Provider means a contractor selected to provide services, similar to the Services or part thereof, whether upon termination in part or in whole or expiry of this Agreement and for the avoidance of doubt can include the Council or any other public body but will not include Six Town;

New Services Fee means £ ;

Objects means the objects set out in Six Town's Articles;

Other Legislation means that legislation relating to (inter alia) data protection, health and safety, freedom of information, the promotion of equality and diversity and other matters ancillary to housing management to which Six Town is subject and which applies to the Services;

Parent Board means the body established by the Council as set out in the Member Agreement;

Partnership Protocol means the protocol set out in Part 1 (Partnership Pledge), part 2 (Partnership Principles) and part 3 (Relationship Principles) of Schedule 5 setting out the values and principles that underpin the relationship between the Council and Six Town;

Quarter means 1 January, 1 April, 1 July and 1 October;

Regulator means the Regulator of Social Housing established pursuant to the Housing and Regeneration Act 2008 as amended by paragraph 14 of The Legislative Reform (Regulator of Social Housing) (England) Order 2018 or any future body or authority (including any statutory successor) carrying on similar regulatory or supervisory functions;

Relevant Employees means all those employees subject to a Relevant Transfer on a Relevant Transfer Date;

Relevant Transfer means a transfer to which TUPE applies;

Relevant Transfer Date means a date on which the provision of the Services changes;

Representatives means collectively the Council's Representative and Six Town's Representative;

Right to Manage is the right exercisable pursuant to the Housing (Right to Manage) Regulations 2008 (or predecessor legislation) as amended from time to time;

Services means the services described in the Specification and any other services which from time to time are provided by Six Town pursuant to clause 3 subject to any variations pursuant to clause 6;

Six Town's Representative means Six Town's Chief Executive or such other person with a similar role who may be nominated from time to time by Six Town;

Specification means the document so entitled which forms Schedule 1 including any variations pursuant to clause 6;

Springs TMO means the TMO registered on 23 June 1996 which manages properties pursuant to the Modular Management Agreement dated 6 July 1996 made between the Council and Springs Tenant Management Co-operative;

Stock Maintenance and Improvement Programme means the Maintenance and Improvement programme to be agreed as set out in accordance with clause 7;

Tenant means a secure tenant of the Council occupying a Council dwelling as his or her principal home;

TMO means a tenant management organisation established pursuant to the Right to Manage;

Transferring Employees means all those employees whose employment transfers to Six Town by operation of TUPE on the Commencement Date. A list of the Transferring Employees, as at the date of execution of the Agreement, is attached at Schedule 6;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time);

TUPE Information means all information in respect of the employees assigned to the provision of the Services under this Agreement whether employed by the Provider or otherwise which the Council and/or a prospective tenderer and/or a New Provider may reasonably require including but not limited to:

- (a) salaries, bonuses, overtime pay, holiday pay, sick pay and other benefits;
- (b) dates of birth;
- (c) details of continuous service;
- (d) hours of work;
- (e) individual terms and conditions of employment;

- (f) details of collective arrangements or other arrangements or understandings with any trade union, staff body or other representative body of such employees;
- (g) disciplinary records;
- (h) details of on-going disciplinary or grievance matters;
- (i) policies or other agreements or arrangements or understandings in respect of each of them and any variations agreed thereto;
- (j) details of any enhanced or contractual redundancy entitlements; and
- (k) any other materially relevant information (including without limitation details of the hardware, software and other equipment required to perform) relating to the provision of the Services;

Whistleblowing means raising concerns about misconduct within an organisation or within an independent structure associated with it;

Works means the subject-matter of the Works Contracts;

Works Contracts means contracts let and/or administered by Six Town pursuant to clauses 8-9; and

Works Fees means the fees payable to Six Town under clause 12 in connection with the delivery of the Stock Maintenance and Improvement Programme.

1.2 In this Agreement references to amounts expressed to be indexed are references to such amounts at the date of this Agreement multiplied by:

V1/ V2

Where:-

- (a) **V1** is the value of the Appropriate Index published in the September most recently preceding the relevant calculation date.
- (b) **V2** is the value of the Appropriate Index at the date of this Agreement.

1.3 A reference to any Act of Parliament, or to any order, regulation, statutory instrument, or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

1.4 A reference to any statutory authority, agency or regulatory body shall include a reference to any other such authority, agency or regulatory body which from time to time carries on substantially the same functions.

1.5 Wordings denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include firms and corporations.

1.6 References to clauses, schedules and annexes shall be deemed to be references to the clauses in and the schedules and annexes to this Agreement as so numbered.

1.7 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

2 **Partnership**

2.1 The Parties agree to adhere to the principles set out in the Partnership Protocol.

3 **Six Town Services**

3.1 Six Town will provide the Services as set out in the Specification so as to deliver the outputs and (subject to clause 3.2) any KPIs set out therein.

3.2 The initial KPIs shall be agreed by a date no later than 3 months from the date of this Agreement and they shall be annexed to the Specification and be reviewed as part of the review process described in clause 5.

3.3 During the first twelve (12) months following the Commencement Date the parties will use all reasonable endeavours to agree specific arrangements for the delivery of and the performance reporting of those service areas set out in the Specification including those which are being transferred to Six Town for the first time under the terms of this Agreement. In the event that parties cannot agree these arrangement then the provisions of clause 40 (Dispute Resolution) shall not apply and the Council shall be entitled to require Six Town to deliver the Services and report to the Council on the delivery on the Services as it considers necessary to enable the Council to be satisfied that the Services are being appropriately delivered (including but not limited to satisfaction that the Council's statutory duties are being met) and reported on.

4 **Future Six Town Services**

4.1 The Council and Six Town will maintain a list of possible future services to be provided by Six Town. The list will be kept under regular review and the Council and Six Town, acting reasonably, shall add services to and/or remove services from the list to reflect changes in any or all of the following:

4.1.1 the capacity and expertise of Six Town;

4.1.2 the Council's requirements;

4.1.3 regulatory, economic and other external factors.

4.2 Either the Council or Six Town shall be entitled from time to time to propose that one or more of the services in the list maintained under clause 4.1 be deemed to be added to the Specification. The parties, acting reasonably, will agree the description of the service, the outputs to be delivered and the KPIs to be met.

5 **Review of Services**

5.1 Save in relation to KPIs the Services provided by Six Town shall only be varied in accordance with clause 6.

5.2 The KPIs in the Specification and any KPIs deemed to be incorporated in the Specification pursuant to clause 4 shall be reviewed by the Council and Six Town in July/August in each year of this Agreement. The parties acting reasonably will agree realistic KPIs for the following year. Changes to the then current KPIs will only be deemed realistic if they reflect:

5.2.1 service standards achieved by other housing managers working in comparable circumstances;

5.2.2 the resources made available to Six Town by the Council for the relevant Services.

6 **Variation to Services**

6.1 Subject to clause 6.2 the Council will only vary the nature and extent of the Services by giving Six Town at least six months' notice thereof expiring on 31 March in any year.

6.2 In the following circumstances the Council shall be entitled to vary the Services as such circumstances require and shall give Six Town as much notice thereof as is practicable:

6.2.1 the exercise of the Right to Manage;

6.2.2 formal steps taken by the Regulator;

6.2.3 where the Council, acting reasonably, consider that prevailing circumstances require a variation to be implemented outside the timeframes set out in clause 6.1 above.

6.3 The parties shall discuss the variation of the Services on a yearly basis and shall commence such discussions no later than 1 July each year.

6.4 The Services may only be varied by the Council if and then only to the extent there is a commensurate variation in the Fee in accordance with clause 12.4.

7 **Stock Maintenance and Improvement**

7.1 Six Town agrees to assist the Council to deliver the Stock Maintenance and Improvement Programme by:

7.1.1 carrying out the Maintenance elements through its DLO and/or letting and/or administering the Maintenance Works Contracts in accordance with Clause 8; and

7.1.2 carrying out the Improvement elements through its DLO and/or administering the Improvement Works Contracts in accordance with clause 9.

7.2 The first Stock Maintenance and Improvement Programme shall be the programme that has been agreed by the parties as at the date of this Agreement which is a three year rolling programme which will be reviewed on a yearly basis pursuant to clause 7.3-7.5 below and pursuant to the Business Plan approval process set out in clause 17.

7.3 The parties shall review the Stock Maintenance and Improvement Programme on a yearly basis and shall commence each review no later than 1 July each year.

- 7.4 The review may take account of (inter alia):
- 7.4.1 changing standards (such as energy efficiency);
 - 7.4.2 future stock condition surveys;
 - 7.4.3 legal and regulatory requirements (relating to fire safety and other matters).
- 7.5 Any revisions arising from clauses 7.2 – 7.4 shall give rise to a commensurate revision of the Works Fees pursuant to clause 12.

8 **Maintenance Works Contracts**

- 8.1 Six Town will carry out through its DLO, and/or will let and/or administer, such Works Contracts as the Council and Six Town (both acting reasonably) deems necessary to deliver the Maintenance element of the Stock Maintenance and Improvement Programme following the expiry or earlier termination of the current arrangement and/or contracts.
- 8.2 In the procurement of any Maintenance Works Contracts Six Town will comply with all applicable European Union and other regulations and take all reasonable steps to adhere to best procurement practice and achieve value for money.
- 8.3 Six Town will stipulate provisions in the Maintenance Works Contracts (when they are let) so as to take reasonable account of possible future revisions of the Stock Maintenance and Improvement Programme in accordance with clauses 7.2 to 7.4 (but without prejudice to clause 7.5).
- 8.4 The Council agrees that the costs of complying with clause 8.2 is an additional cost for Six Town which will be reflected in the Fee.

9 **Improvement Works Contracts**

Six Town will carry out through its DLO, and / or will administer and / or will let, the Works Contracts to deliver the Improvement element of the Stock Maintenance and Improvement Programme.

10 **Provision of information**

- 10.1 Each Quarter Six Town will provide the Council such information as may reasonably be required to demonstrate Six Town's delivery of the Services.
- 10.2 Without prejudice to the generality of clause 10.1, the information referred to in clause 10.1 will include details of performance against the KPIs, formal complaints made by tenants, leaseholders and other residents directly affected by the Services, and such other information as is considered necessary by the Council (acting reasonably) to assess the compliance with this Agreement by Six Town.
- 10.3 The parties (acting reasonably) shall from time to time agree the format for the reports required under clause 10.1 together with the process by which such reports and information will be reviewed by the Council. This process will be notified by the Council to Six Town but will involve direct discussion between Six Town and the Parent Board to review the performance of Six Town in delivering the Services, the compliance with the

Partnership Protocol and in particular the Council's growth agenda and include "deep dive" reviews on issues of relevance and importance to the Council and Six Town.

11 Additional Matters Requiring Council Consultation and / or Approval

Six Town agrees with the Council that the matters set out in Schedule 7 shall require consultation with and / or the approval of the Council.

12 Fee

12.1 For the period 1 June 2019 to 31 March 2020 the Current Services Fee and the New Services Fee shall be paid by the Council to Six Town. For each subsequent Financial Year from 1 April 2020 onwards, the Fee (as varied under this clause 12) shall be paid by the Council to Six Town.

12.2 The Current Services Fee referred to in clause 12.1 has been calculated and/or is deemed to be attributable to the Services in accordance with the fee principles shown in Schedule 3. The New Services Fee has also been calculated pursuant to the fee principles shown in Schedule 3.

12.3 It is agreed that the fee principles shown in Schedule 3 serve only to assist in the variation of the Fee under clause 12.4 and Six Town is entitled to use the Management and Other Services, Maintenance and Improvement elements of the Fee as it sees fit to deliver any or all of the respective Services.

12.4 The Fee shall only be varied in accordance with this clause 12.4:

12.4.1 the parties will commence discussions on the Fee for the next Financial Year no later than 1 July each year;

12.4.2 the discussions referred to in clause 12.4.1 will be based on the Fee Principles in Schedule 3;

12.4.3 any variation of the Fee shall be commensurate with the variation of the Services in accordance with clause 4 based so far as practicable and relevant on the initial Fee as described in clause 11.1 and provided that the Maintenance element of the Fee shall always be sufficient to enable Six Town to discharge its obligations under the Maintenance Works Contracts;

12.4.4 if the parties cannot agree the variation of the Fee and invoke clause 40 an Expert to whom the dispute is referred shall take into account any value for money requirement in the Specification subject always to the provision of clause 12.4.3.

12.5 The Fee due and payable under this clause 12 shall be paid monthly in advance.

12.6 Unless otherwise agreed by the parties, the Fee shall be indexed by reference to the Appropriate Index with effect from 1 April in each year of this Agreement provided that no indexation shall result in a reduction in the Fee.

13 **Surpluses and reserves**

13.1 Subject to clauses 13.2 and 13.4 Six Town shall be entitled to use any available surpluses or reserves as may be agreed by the Council as part of the Business Plan approval process set out in clause 17.

13.2 Surpluses and/or reserves shall only be deemed to be available for the purposes of clause 13.1 if this is consistent with generally accepted accounting practice or specific confirmation from Six Town's auditors.

13.3 It is acknowledged that Six Town will be incentivized to deliver surpluses through the out-performance of its Business Plan. The Business Plan approval process set out in clause 17 will aim to identify how Six Town will be incentivized to achieve surpluses and how any such realised surpluses will be used.

13.4 Six Town shall keep the Council informed about the use of its surpluses and reserves.

14 **Additional income-generation**

Six Town shall be entitled to pursue and exploit opportunities for income generation with third parties provided that:

14.1 they are consistent with Six Town's Objects or they can be legally pursued and exploited through a wholly owned subsidiary;

14.2 Six Town's ability to discharge its obligations hereunder is not adversely affected;

14.3 no such commitments shall be entered into if the value of the Services (based on Six Town's annual turnover) would be equal to 15% or more of Six Town's annual turnover;

14.4 any proposed commitment by Six Town is expressly approved by Six Town's board and is recorded at the next appropriate meeting between Six Town and the Council.

15 **Continuous Improvement**

15.1 The parties acknowledge the importance of the principle of continuous improvement in the provision of the Services and the delivery of the Stock Maintenance and Improvement Programme and accordingly:

15.1.1 Six Town will regularly review how better to perform its obligations hereunder;
and

15.1.2 the Council will support Six Town to improve its performance.

15.2 Continuous improvement will result in either or both improved standards or greater cost-effectiveness.

16 **Improvement of Service Delivery and year-on-year cost efficiencies**

16.1 Improvement in the delivery of Services will be effected through the KPIs agreed in accordance with clauses 3 to 5.

16.2 Year-on-year efficiencies will be achieved by delivering the Services for less than the Fee.

16.3 Six Town shall act in accordance with the Regulator's Value for Money Standard at all times in performing its obligations under this Agreement.

17 Business Plan, Services and Stock Maintenance and Improvement Programme

17.1 Each year the parties will agree priorities for improvements in the delivery of the Services and the Stock Maintenance and Improvement Programme and so far as practicable the agreed priorities will be reflected in the Business Plan.

17.2 Six Town shall send the then current Business Plan to the Council when available (and in any event not less than once per calendar year) and invite the Council to provide comments on the proposed Business Plan.

17.3 The Council will respond to Six Town on the proposed Business Plan as soon as reasonably practicable (and in any event within three months) following receipt. Subject to the receipt of consent from the Council before the end of each accounting period, Six Town shall (in accordance with this Agreement) consider and, if appropriate, adopt an updated and revised Business Plan. No adoption, variation or replacement of any Business Plan shall take effect unless such adoption, variation or replacement has received the consent of the Council and followed the review processes described in clauses 5 and 6.

17.4 Each Business Plan shall be substantially in the format of the previous Business Plan (unless otherwise stipulated by the Council). Notwithstanding any other provision of this clause 17, following the requisite approval by Six Town of a new proposed Business Plan or an amended or updated and revised Business Plan, such draft Business Plan shall become, or such amended or updated Business Plan shall become, the Business Plan for the relevant accounting periods. For any period when a proposed Business Plan has not been approved and adopted by Six Town as stipulated in clause 17.3 and otherwise in accordance with this Agreement, the relevant existing Business Plan shall continue to be the Business Plan of Six Town.

18 Assisting the Council's new build programme

18.1 Six Town will work with and support the Council to maximise opportunities for carrying out new development within the HRA by contributing effectively to design meetings, providing relevant information about the neighbourhoods where new developments are planned and assisting in consultation and community cohesion requirements relevant to new developments (amongst other things).

18.2 The Council shall keep Six Town informed of any proposed new development within the HRA so that Six Town is able to prepare accordingly to support the Council, in accordance with clause 18.1. This shall include, but not be limited to, considering the impact on the Business Plan.

19 Working with Vulnerable People

19.1 The transfer of the new services to Six Town for the first time under this Agreement will mean that Six Town will be working with vulnerable people in the housing assessment process, homelessness assessments and signposting and support provision. This is in addition to the work that Six Town already does with vulnerable people in connection with its housing management functions and in particular in its tenancy sustainment activities.

- 19.2 Six Town will provide and, where relevant, continue to provide, a person-centred and holistic approach in its dealings with vulnerable people. In particular Six Town is expected to provide additional support (beyond that expected to be provided to persons who are not considered vulnerable) including but not limited to Mental Capacity Act 2005 assessments and a multi- disciplinary approach to tenancy sustainment.
- 19.3 It is acknowledged that the eviction of vulnerable tenants is to be used as a last resort and only after complying with the procedure contained in the relevant part of the Specification.
- 19.4 For the purposes of this clause 19 a person shall be regarded as vulnerable if they are someone who is more likely than the 'average' person to suffer detriment or harm if they become homeless. People who may be considered to be vulnerable can include (but are not limited to):
- 19.4.1 Families with children under 18 and pregnant women;
 - 19.4.2 16-17 year olds;
 - 19.4.3 Households experiencing domestic violence and abuse;
 - 19.4.4 People with mental health problems;
 - 19.4.5 Older people;
 - 19.4.6 People with a physical disability;
 - 19.4.7 People with a learning difficulty;
 - 19.4.8 People with alcohol or substance misuse problems;
 - 19.4.9 Asylum seekers or refugees;
 - 19.4.10 Former rough sleepers;
 - 19.4.11 Ex-offenders; and
 - 19.4.12 People with complex needs e.g. mental health and substance misuse problems.

20 **TMOs**

- 20.1 In the event that in accordance with the Right to Manage any tenants propose to form a TMO the Council shall be legally responsible for dealing with all aspects of such proposal.
- 20.2 The Council may pursuant to such a proposal instruct Six Town to provide such assistance as may be required to the Council and any tenants making such proposal which assistance shall include:
- 20.2.1 provision of information and records about the Services;
 - 20.2.2 providing such reports or other documentation as the Council may reasonably require in a manner and timescale prescribed by the Council for consideration by the tenants or the Council;

- 20.2.3 attendance at meetings of such tenants; and
- 20.2.4 such other help or advice as the Council may require to enable the Council to fulfil its statutory obligations.
- 20.3 At such time as a decision is made that a transfer of management responsibility for all or part of the Services is to take place in accordance with the provisions set out in clause 20.1 the Council may issue further instructions to Six Town requiring Six Town to make arrangements to transfer responsibility for the Services and the Dwellings so affected to the TMO in such manner and within such timescale as the Council may prescribe and Six Town shall comply with such instructions which may include (but not be limited to):
- 20.3.1 transferring data, records, statistics, files and other information in a format and manner prescribed by the Council;
- 20.3.2 transferring to the TMO in accordance with the Right To Manage any staff wholly or mainly engaged in the provision of services to the TMO;
- 20.3.3 transferring necessary equipment and materials as may reasonably be stipulated by the Council's Representative;
- 20.3.4 establishing working arrangements with the TMO; and
- 20.3.5 providing any other assistance reasonably needed to enable such transfer to take place.
- 20.4 At such time as a transfer of management responsibility to a TMO takes place the Council shall be entitled to vary this Agreement in accordance with clause 6 (giving three months' notice to Six Town) and where such a variation occurs it shall reflect, in accordance with clause 12, the cost of providing such Services as remain to be carried out under this Agreement and if no such Services remain this Agreement shall terminate.
- 20.5 Six Town will assume those responsibilities of the Council which are set out in any management agreement made between the Council and a TMO whether such agreement exists at the date of this Agreement or arises during the currency of it and the Council shall be entitled to vary this Agreement to reflect such agreement in accordance with clause 6 and clause 12.
- 20.6 In the event that a TMO to which responsibility for managing the Services has been transferred in accordance with this clause 20 ceases to provide all or any part of those Services for all or any of the Dwellings the Council shall be entitled to vary further this Agreement in accordance with clause 6 so as to require Six Town to provide such ceased Services and where such a variation is effected a variation may also be made in relation to the current Business Plan in accordance with clause 17.
- 20.7 The provisions of this clause shall apply, mutatis mutandis, to the transfer of additional management responsibilities to an existing TMO as well as any other TMOs.
- 20.8 For the avoidance of doubt, it is acknowledged that Six Town has assumed the responsibilities of the Council in relation to the Springs TMO which are set out in the Modular Management Agreement dated 5 July 1996 relating to the Springs TMO.

20.9 Six Town shall in complying with its obligations under this clause 20 ensure that to the extent permitted by any existing agreement(s) with any TMO the obligations to provide the Services at the level and standards required by the Agreement or otherwise prescribed by the Council are unaffected.

21 **The governance of Six Town**

The Parties acknowledge that the Member Agreement sets out the parent / subsidiary relationship to which Six Town is subject and they further acknowledge that the governance arrangement will be kept under review so that Six Town is best able to deliver the Services under this Agreement.

22 **Changes in Six Town's role and activities**

22.1 The parties acknowledge that Six Town's role and activities on behalf of the Council will be subject to change including changes resulting from:

22.1.1 regulatory or statutory requirements;

22.1.2 tenant and/or leaseholder expectations;

22.1.3 Council policy objectives;

22.1.4 Different approaches required when working with vulnerable people in connection with the new service areas transferring to Six town,

and accordingly this Agreement will need to be varied or otherwise incorporate such changes.

22.2 In order to give effect to the changes referred to in clause 22.1 but without prejudice to clauses 5 and 6 and subject to clauses 22.3 and 25 the parties (acting reasonably) will agree a protocol for identifying and documenting such changes.

22.3 Any change pursuant to this clause (and any consequential variation to this Agreement) will be accompanied by an adequate adjustment of the Fee (in accordance with clause 12) or other resources needed to implement such change.

23 **Services provided by the Council**

23.1 The Council will provide the services described in Schedule 2 for the fee(s) set out therein.

23.2 If the Council and Six Town agree that the Council will provide an additional service to Six Town a description of that such service (in the same form as set out in Schedule 2) will be prepared together with the agreed fee (or fee formula) therefor. The description and fee will be deemed to be incorporated in Schedule 2.

23.3 Six Town agrees to consult with and give at least twelve months prior notice to the Council if it decides not to renew or extend any service level agreement or service contract with the Council.

24 **Council's financial support for Six Town**

24.1 The Council shall provide and evidence such support for Six Town as shall be required to enable Six Town's auditors to confirm from time to time to Six Town's board of directors that Six Town is and will continue to be able to meet its debts as they fall due and is otherwise a 'going concern'.

24.2 Without prejudice to clause 24.1 and subject to clause 24.3 the Council agrees that whether through the Fee or otherwise it shall ensure that Six Town is able to discharge its liabilities for the pension costs attributable to Six Town's past, present and future employees.

24.3 Six Town will not knowingly take any steps (including the recruitment of new employees) which are likely to add materially to the Council's potential total liability under clause 24.2 without first obtaining the Council's consent (which shall not be unreasonably withheld or delayed).

25 **The HRA ring-fence**

The parties acknowledge that HRA income and expenditure is subject to the requirements of the statutory ring-fence and they will use all reasonable endeavours to maximise the benefits of the HRA for the Council's tenants.

26 **Council responsibilities and entitlements**

26.1 It is understood and agreed that the Council:

26.1.1 is and remains statutorily responsible for the HRA;

26.1.2 will set rents and / or other charges for its tenants and leaseholders each year, including (where appropriate) service charges;

26.1.3 may determine the Fee in accordance with clause 12;

26.1.4 may vary the Services in accordance with clause 6; and

26.1.5 can review any KPIs in accordance with clause 5.

27 **Section 151 duty**

It is acknowledged that the Council's Finance Director has statutory duties under Section 151 of the Local Government Act 1972 and nothing in this Agreement shall be construed as preventing that officer from doing such acts or things as are properly required for the discharge of such duties.

28 **Management of the HRA**

The Council will undertake the day-to-day management of the HRA and Six Town will provide all advice and assistance reasonably required by the Council to enable it effectively to manage the HRA and on how to best make use of the resources within the HRA.

29 **Section 105 Consultation and tenant and leaseholder involvement**

Six Town will assist the Council in the discharge of the consultation obligations under Section 105 of the 1985 Act.

30 **Representing the Council**

Six Town will at the request of the Council's Representative or in pursuit of Business Plan objectives work with other agencies, bodies and organisations in partnerships, foras and projects. This might include (but not be limited to) the Gateway Protection Programme, the Afghan Resettlement Programme, Greater Manchester Combined Authority groups / committees, area and other consultative foras, community safety meetings, regeneration partnerships and social services case conferences.

31 **Regulatory Standards**

31.1 Subject to any future widening of the Regulator's remit with regard to local authorities, Six Town agrees to work with and support the Council to ensure that the Council is able to comply with the Regulator's regulatory requirements.

31.2 Six Town is a not for profit Registered Provider of social housing registered with the Regulator of Social Housing. The Council and Six Town will work together in good faith to develop KPIs that seek to measure (in a way that is commensurate with the size of Six Town as a small Registered Provider) the compliance by Six Town with the governance and financial viability standard applicable to Registered Providers.

32 **Term**

This Agreement begins on the Commencement Date and shall expire on 31 May 2029 unless it is terminated earlier under clause 35.

33 **TUPE**

Relevant transfers

33.1.1 With effect from the Commencement Date the Transferring Employees shall be transferred from the Council to Six Town in accordance with the provisions of TUPE, and such transfer shall constitute and have the effect of a Relevant Transfer.

33.1.2 Where there is a change in the nature or scope of the Services, such change may constitute and have the effect of a Relevant Transfer, in which event Six Town shall comply with all of its obligations under TUPE in respect of the Relevant Employees.

33.1.3 The termination of this Agreement whether in whole or in part or expiry of this Agreement whether in whole or in part may have the effect of a Relevant Transfer, and in such circumstances the Council and Six Town shall comply with their obligations under clause 33.6 below.

33.2 **Responsibilities on commencement**

33.2.1 The Council shall discharge all obligations and liabilities in respect of the Transferring Employees which were in its employment at the relevant time up to but not including the Commencement Date. The Council has provided the Employee Liability Information for the Transferring Employees listed at Schedule 6 to Six Town as required by TUPE.

33.2.2 Six Town shall with effect from and including the Commencement Date assume and discharge all obligations and liabilities in respect of the Transferring Employees.

33.3 **Indemnities**

33.3.1 The Council will indemnify Six Town and keep Six Town indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) suffered by Six Town whether direct, indirect or consequential arising from or related to:

- (a) the Council's or any of its subcontractors' acts or omissions in relation to the Transferring Employees prior to the Commencement Date;
- (b) any claim by an employee or former employee of the Council who is not a Transferring Employee; and
- (c) any representations made by the Council in relation to employment by Six Town (save for any representation made in relation to information given by Six Town).

33.3.2 Six Town will indemnify the Council and keep the Council indemnified in full from and against all costs, claims, liabilities, expenses or demands (including all legal costs) whether direct, indirect or consequential awarded against or incurred or paid by the Council as a result of or in connection with any claims arising from:

- (a) any act, fault or omission of Six Town in connection with the Transferring Employees or any representative thereof on or after the Commencement Date; or
- (b) any step or measure that Six Town envisages in relation to employees affected by this Agreement (save for claims arising as a result of the Council's failure to inform those employees of the measures envisaged by Six Town).

33.4 **Employee records**

Subject to the requirements of the Data Protection Law Six Town shall maintain current, accurate and adequate records of:

33.4.1 all employees or other persons who are or who are to be engaged in connection with the provision of the Services. These records shall be kept at the appropriate location and shall include attendance records, records of grievances or other complaints made by or about employees or other persons engaged in connection with the provision of Services and records of all internal

investigations, consultations, disciplinary proceedings and disciplinary sanctions and shall differentiate between those engaged as operatives and those exercising supervision. These records shall be open for inspection by the Council at all reasonable times and a copy of these records shall be provided if so required;

33.4.2 all work carried out in the provision of the Services. These records shall be open for inspection by the Council at all reasonable times.

33.5 Termination

33.5.1 During the period of 12 months preceding the expiry of this Agreement or immediately after the Council or Six Town has given notice to terminate the appointment of Six Town (whether in whole or part) Six Town shall:

- (a) promptly, at the request of the Council, fully and accurately disclose to the Council the TUPE Information and permit the Council to use the TUPE Information to inform any prospective tenderer and/or New Provider about the anticipated Relevant Employees;
- (b) if during the period between supplying the TUPE Information and the Relevant Transfer there is any material change in the information supplied or new information is discovered, promptly disclose to the Council the updated information; and
- (c) use all reasonable endeavours to co-operate with any other reasonable request made by the Council or any prospective tenderer concerning the TUPE Information.

33.5.2 During the period of 12 months prior to expiry of this Agreement or following receipt of notice of termination of this Agreement Six Town shall not:

- (a) terminate the employment of any of the employees assigned to the provision of the Services for any reason whatsoever save where termination is lawful;
- (b) alter or change in any way any terms and conditions of employment of any of the employees assigned to the provision of the Services (whether with or without consent of the employees) other than changes agreed in the normal course of the employer's business and in good faith or wage or salary awards which are in line with those offered generally for similar status individuals within the workforce of the employer or as required by law;
- (c) recruit (except as a replacement for any employee whose employment is terminated and where the replacement is being recruited on terms which are not materially different from the terms of the employee being replaced) or assign any employee to provide the Services except with the Council's prior written consent; and
- (d) relocate or assign new duties to any of the employees providing the Services without the prior written consent of the Council.

33.6 Obligations on Termination

- 33.6.1 Six Town shall discharge all obligations and liabilities in respect of the Relevant Employees up to and including the Relevant Transfer Date.
- 33.6.2 Six Town warrants that reasonable care will be used in the preparation of the TUPE Information and that reasonable efforts will be taken to ensure that it will be complete (insofar as it is reasonable for the Council to require such information to be provided) and accurate in all respects as at the date the information is provided. Six Town shall indemnify and keep indemnified the Council and any New Provider against any loss caused to the Council or any New Provider (and including for the avoidance of doubt any loss incurred by the Council in flowing down the benefit of this indemnity through an indemnity given to the New Provider) by any inaccuracy or incompleteness in such information or by any changes in the information which have not been communicated to the Council (whether relating to the number, identity or details of the Relevant Employees or otherwise) which occur prior to the Relevant Transfer Date.
- 33.6.3 Six Town shall indemnify and keep indemnified the Council and the New Provider in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which the Council and/or any New Provider incurs (and including for the avoidance of doubt those incurred by the Council in flowing down the benefit of this indemnity through an indemnity given to the New Provider) arising from:
- (a) any act or omission of Six Town in relation to the Relevant Employees or any representative thereof,
 - (b) any claim by an employee or former employee of Six Town who is not a Relevant Employee, and
 - (c) any representations made by the Provider in relation to employment by the Council and/or any New Provider (save for any representation made in relation to information given by the Council or New Provider).
- 33.6.4 The Council shall indemnify Six Town in full from and against all costs, claims, liabilities, expenses or demands (including legal costs) whether direct, indirect or consequential which Six Town incurs arising from:
- (a) any act, fault or omission of the Council or any New Provider in relation to the Relevant Employees; and
 - (b) any step or measure that the Council or a New Provider envisages in relation to employees affected by this Agreement (save for claims arising as a result of the Six Town's failure to inform those employees of and consult on the measures envisaged by the Council or New Provider).
- 33.6.5 In the event that Six Town enters into any sub-contract in connection with the Services, it shall impose obligations on its sub-contractors in the same terms as those imposed on it pursuant to clauses 33.6.1 to 33.6.5 inclusive and shall procure that each sub-contractor complies with such terms. Six Town shall

indemnify the Council and keep the Council indemnified in full from and against all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Council as a result of or in connection with any failure on the part of the sub-contractors to comply with such terms.

33.7 **Brexit**

For the avoidance of doubt, each Party to this Agreement has entered into it on the understanding that TUPE may not apply on termination, whether in whole or in part, of the Agreement. The parties agree that neither Party may advance a claim against the other for any losses costs or liabilities which may arise as a consequence of TUPE not applying.

34 **Use of Assets**

34.1 Six Town shall at all times during this Agreement provide and maintain all such vehicles, equipment and other assets and materials (the **Assets**), which are set out in Schedule 4, as may be necessary from time to time for the provision of the Services.

34.2 Six Town shall be responsible for the maintenance and (where necessary) replacement of all Assets.

34.3 All Assets employed by Six Town in the performance of the Services at any time must be either owned or hired by Six Town pursuant to a contract of simple hire (and not hire purchase) (the **Hire Contract**) the benefit of which contract must be capable of assignment by Six Town to the Council or to an organisation nominated by the Council for the purpose of carrying out the Services (or any of them) so that the Services may be continued to be provided by a third party in the event of the termination of this Agreement for any reason.

34.4 Six Town shall ensure that any such Hire Contract requires the owner of the relevant Assets to hire the Assets to the Council on the same terms as the Assets were hired to Six Town save that the Council shall be entitled to permit the use of the Assets by any other body or person providing the Services (or any of them) or such other organisation providing the Services (or any of them) on behalf of the Council provided that the Council shall have served on the said owner after termination of this Agreement notice in writing requiring compliance with the said provision of the Hire Contract and upon the Council undertaking to pay all hire charges from the date of such notice.

34.5 Six Town shall at all times be responsible for any necessary licensing and for the payment of all licensing fees, taxes and insurances as may be required in connection with the possession or use of all Assets employed in the provision of the Services.

34.6 Six Town shall put, keep and maintain all Assets employed in the performance of the Services at all times in good and serviceable repair and in such condition as is required for the proper performance by Six Town of its obligations under the Agreement

34.7 All Assets and materials used by Six Town shall conform to any applicable legal and regulatory standard and when so requested Six Town shall provide the Council with evidence to prove that such Assets and materials so conform.

34.8 Six Town shall permit the Council to inspect at any time any Assets or materials used or proposed to be used by Six Town in the provision of the Services and Six Town shall facilitate such inspections.

34.9 At the expiry of this Agreement or upon termination of this Agreement (whichever shall first occur) the Council may serve a notice upon Six Town requiring Six Town to transfer free of charge to the Council or any other person or persons as may be specified in such notice (a) all Assets and materials used by Six Town and (b) the benefit of all contracts or agreements relating to the hire of the Assets

34.10 Upon receipt of a notice under Clause 33.9 requiring Six Town to transfer to the Council or any Council nominee the benefit of any contract or agreement for the hire of any Assets Six Town shall forthwith execute all documents required to effect such transfer and shall deliver such Assets to the Council in such condition as it may be in at the date of the said notice.

34.11 Six Town shall cause all Assets to bear such devices, insignia or words as the Council may approve and determine.

35 **Termination**

35.1 Subject to clauses 35.2 to 35.3 the Council shall be entitled to terminate this Agreement if Six Town fails to comply with the terms hereof or if in the Council's reasonable opinion there is a serious and substantiated risk that Six Town will shortly fail so to comply.

35.2 Unless Six Town's actual or anticipated failure which would entitle the Council to terminate this Agreement under clause 35.1 cannot (in the Council's reasonable opinion) be remedied Six Town shall be afforded a reasonable opportunity (including where appropriate a remedial plan) to comply or demonstrate that it will shortly comply with the terms hereof.

35.3 Save where it is agreed to the contrary pursuant to clause 3.3, for the purposes of clauses 35.1 and 35.2 a failure to comply with any KPIs shall be deemed capable of being remedied and Six Town will provide a remedial plan as described in clause 35.2 within ten working days of the Council notifying Six Town with supporting details that failure to comply with the KPIs identified by the Council represents a significant performance failure.

35.4 If the Council becomes entitled to terminate this Agreement it may decide to terminate the whole or any part hereof and either provide the Services itself or procure that any third party do so and Six Town will take such steps as may reasonably be required to give effect to the Council's decision.

36 **Freedom of Information**

36.1 Six Town is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR 2004**) and acknowledges that the Council is subject to the requirements of the FOIA and the EIR 2004 and must assist and cooperate with the Council (at Six Town's expense) to enable the Council to comply with these information disclosure requirements.

36.2 Six Town shall upon receipt of any request for information in relation to this Agreement received by the Provider or any sub-contractors:

- 36.2.1 transfer the request for information to the Council as soon as practicable after receipt and in any event within five business days of receiving a request for information;
 - 36.2.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires no more than 15 business days (or such other period as the Council may specify) of the Council requesting that information;
 - 36.2.3 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 2004; and
 - 36.2.4 prior to the information being sent to the Council, provide all appropriate exemptions under FOIA and undertake public interest tests (as necessary).
- 36.3 The Council will be ultimately responsible for determining at its absolute discretion whether any information:
- 36.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004; and
 - 36.3.2 is to be disclosed in response to a request for information, and in no event will Six Town respond directly to a request for information.
- 36.4 Six Town acknowledges that the Council may, acting in accordance with the Ministry of Justice Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under Section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information in relation to this Agreement.
- 36.5 Six Town must ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and must permit the Council to inspect such records as requested from time to time.
- 36.6 The Council shall to the extent practicable seek the views of Six Town and any relevant sub-contractor where information is requested under FOIA or the Environmental Information Regulations 2004 which is reasonably likely to affect the commercial interest of Six Town or sub-contractor and shall take into account the representations of Six Town and/or sub-contractor in deciding on release or withholding of the information but this clause shall not fetter the discretion of the Council or its obligation to have regard to the public interest.
- 36.7 Where Six Town is subject to a request for information in its own right, the Council shall comply with the provisions of this clause 36 as if it were Six Town and Six Town shall comply with the provisions of this clause 36 as if it were the Council and clause 34 shall be construed accordingly.

37 **Whistleblowing**

37.1 Six Town shall ensure that it has a Whistleblowing procedure which shall specify a named senior manager responsible for ensuring the independence and probity of the whistleblowing process.

37.2 Six Town confirms that the Council is authorised as a person to whom staff may make a qualifying disclosure under the Public Interest Disclosure Act 1998 (as amended) and declares that any staff making a protected disclosure (as defined by the said Act) shall not be subjected to any detriment and its staff will be made aware of this provision. Six Town further declares that any provision in any contract (including any contract of employment) purporting to preclude a member of its staff from making a protected disclosure is void.

38 **Access to information**

Subject to the Data Protection Law and clause 41, Six Town will afford the Council and persons properly authorised by it access to any information reasonably required provided that the Council gives Six Town appropriate notice thereof.

39 **Insurances etc.**

39.1 Six Town shall at all times maintain in force policies of insurance with reputable insurers or underwriters as shall insure and indemnify Six Town (on the usual terms available in the market) against Six Town's liability to:

39.1.1 the Council and any employee of the Council;

39.1.2 the employees of Six Town;

39.1.3 any other person

in the sum of at least £10,000,000 in respect of any one occurrence or series of occurrences arising out of one event.

39.2 The Council shall itself insure against all the usual risks associated with its housing stock and acknowledges that Six Town has no liability therefor.

39.3 Six Town will establish and maintain policies and procedures designed to (a) maintain so far as practicable continuity of business during periods of disruption caused by abnormal circumstances and (b) manage so far as practicable the risks facing it.

40 **Dispute resolution**

40.1 Save as otherwise provided in this Agreement, in the event of any dispute between the parties arising out of or in connection with this Agreement the parties shall in the first instance use their reasonable endeavours to resolve it amicably between them in accordance with the procedure set out below:

40.1.1 **Stage 1:** Representatives of the parties (being the officers having day to day responsibility for or knowledge of the area which is the subject of the dispute) shall meet within ten working days. If they are unable to agree a resolution at such meeting or if there shall be no appropriate officers of each of the parties available to attend such meeting then move to Stage 2.

- 40.1.2 **Stage 2:** The relevant Representatives or their nominated deputies shall meet within ten working days. If they are unable to agree a resolution at such meeting or if there shall be no appropriate officers of each of the parties available to attend such meeting then move to Stage 3.
- 40.1.3 **Stage 3:** The Chief Executive of the Council and the Chief Executive of Six Town or their nominated deputies shall meet within ten working days.
- 40.1.4 In seeking to resolve any dispute considered under Stage 1, Stage 2 or Stage 3 the parties shall apply the following principles:
- (a) a spirit of mutual trust and co-operation
 - (b) both parties shall bear their own costs
 - (c) the parties shall extend the periods of negotiation if they both agree to do so
 - (d) any unanimous decision shall be implemented.
- 40.2 Disputes remaining unresolved after following the procedure set out in clause 40.1 shall be referred to an Expert (**Stage 4**).
- 40.3 Subject to clauses 40.4 to 40.7 the result of any dispute resolution procedure under this clause 40 shall be final and binding on the parties (save in the event of fraud or a mistake in law or material fact) and shall where and to the extent necessary and appropriate be reflected in a variation to the provisions of this Agreement.
- 40.4 No resolution of any dispute pursuant to this clause 40 shall be final and binding on the parties unless the Council's Representative confirms the Council's agreement pursuant to clause 40.5.
- 40.5 Subject to clause 40.6 the Council's Representative shall confirm the Council's agreement to an Expert's decision within 20 working days thereof (the **Confirmation Period**) and if he fails to do so then subject to clause 40.6 the decision shall be final and binding on the parties.
- 40.6 If within the Confirmation Period the Council's Representative notifies Six Town's Representative of the Council's disagreement with the Expert's decision the Council shall have ten working days thereafter to make another decision and that decision (which shall be notified to Six Town's board with the Council's reasons therefor) shall be final and binding on the parties.
- 40.7 If the Council fails to make another decision in accordance with clause 40.6 the Expert's decision shall be final and binding on the parties.
- 40.8 Until such time as a dispute between the parties is resolved or concluded in accordance with this clause 40 the parties shall continue to comply with their respective obligations under this Agreement.
- 40.9 **Fast track procedure**
- 40.10 Where the circumstances of a dispute:

40.10.1 are such that it must be settled by a given date in order to enable a party to meet a deadline imposed by a body with legitimate executive, legislative or judicial authority over it and the deadline or period is such as to preclude use of the full dispute resolution procedure; or

40.10.2 are such that a party reasonably considers that there are other material reasons why the dispute must be settled within a given period or by a given date and the deadline or period is such as to preclude use of the full dispute resolution procedure then either party may invoke the Fast Track Procedure. A party invoking the Fast Track Procedure may omit Stage 2 and/or Stage 3 and proceed from Stage 1 direct to Stage 4.

41 **Data Protection Laws**

41.1 Each Party, including their employees, shall comply with the requirements of the Data Protection Laws in relation to the provision of the Services and shall not knowingly or negligently by any act or omission, place the other Party in breach, or potential breach of the Data Protection Laws.

41.2 Six Town shall, where required in accordance with the Data Protection Laws, be notified and shall advise the Council of its notification reference on the Public Register of Data Controllers.

41.3 Six Town shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under Data Protection Laws and:

41.3.1 provide the Council with such information as the Council may reasonably require to satisfy itself that Six Town is complying with its obligations under the Data Protection Laws; and

41.3.2 immediately notify the Council of any breach of the security measures required to be put in place pursuant to this clause 41.

41.4 Each Party shall ensure that it does nothing knowingly or negligently which places the other Party in breach of the other Party's obligations under the Data Protection Laws.

41.5 Six Town shall ensure that all staff receive training on the safe management of data and report on training undertaken annually.

41.6 Each Party agrees to indemnify the other Party against all costs that it incurs as a result of the other Party's failure to comply with this clause 41.

41.7 Each Party agrees to put in place appropriate data sharing agreements and conduct privacy impact assessments where required by the Data Protection Laws.

41.8 Each Party shall ensure that personal data is not transferred to a country or territory outside the European Economic Area without the prior written consent of the other Party.

41.9 On termination of this agreement Six Town shall return all personal data or destroy or dispose of it in a secure manner and in accordance with any further specific instructions issued by the Council.

41.10 The provisions of this clause 41 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

42 **Regulator**

This Agreement is subject to the Regulator's right to direct the variation or termination thereof and the parties will take all steps necessary to give effect to any such variation or termination.

43 **Other legislation**

Without prejudice to Six Town's obligations to comply with housing and related legislation as set out in the Specification Six Town will comply with all Other Legislation.

44 **Value added tax**

All payments by any party to another party pursuant to the terms of this Agreement shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which the payment is consideration and in so far as such payments fall to be made under this Agreement such Value Added Tax shall be added to the amount thereof and paid in addition thereto upon production of a proper Value Added Tax invoice.

45 **Interest on overdue payments**

Save where payment is reasonably disputed by one party and the other party has been notified of such dispute (in accordance with clause 40), if and whenever any payment due in accordance with this Agreement shall at any time remain unpaid for a space of twenty-one days next after becoming payable a further and additional sum by way of interest on the same calculated on a day-to-day basis at an annual rate higher by two per cent than the Base Rate of the Bank of England in force from time to time from the date upon which such sum first became payable shall (if demanded) be accounted for (as if paid) by the defaulting party to the other party.

46 **No partnership**

Nothing in this Agreement shall be construed as creating or implying any partnership between the parties hereto and save as expressly provided nothing in this Agreement shall be deemed to make Six Town the agent of the Council or authorise Six Town to:

46.1 incur any expenses on behalf of the Council;

46.2 enter into any engagement or make any representation or warranty on behalf of the Council; or

46.3 commit or bind the Council in any way whatsoever

without in each case obtaining the Council's Representative's prior written consent.

47 **Survival of this Agreement**

47.1 Insofar as any of the rights and powers of the Council provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

47.2 Insofar as any of the obligations of Six Town provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

48 **Severance**

If any provision of this Agreement becomes or is declared invalid or unenforceable this shall not affect any other provisions which shall all remain in full force and effect.

49 **No assignment**

No party shall be entitled to assign this Agreement or any of the rights hereunder to any other party.

50 **Notices etc.**

Any notice or other communication under this Agreement shall be sufficiently served if served personally on the other party or sent by prepaid first class post to the addresses given at the head of this Agreement or by electronic mail to the central email addresses given in the parties' websites and, subject to proof to the contrary, shall be deemed to have been received on the second working day after the day of posting or on successful transmission, as the case may be.

51 **Third party rights**

No rights are conferred under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

52 **Concurrent remedies**

No right or remedy for any party under this Agreement is exclusive of any other right or remedy and each such right or remedy shall be cumulative and enforceable concurrently and shall be without prejudice to pre-existing obligations.

53 **Variation**

Except as otherwise expressly provided, no variation of this Agreement shall be valid unless it is in writing and executed and delivered as a deed by or on behalf of each of the parties.

54 **Confidentiality**

54.1 The parties agree to keep the subject matter of this Agreement confidential subject only to statutory duties and/or usual contractual obligations.

54.2 It is acknowledged by the Council that notwithstanding Six Town's status as the Council's subsidiary Six Town may have commercial and other interests which are confidential to Six Town.

55 **Status of this Agreement**

In the event of any ambiguity or discrepancy between the provisions of this Agreement and the Articles and the Member Agreement, then it is the intention of the Council that the provisions of this Agreement shall prevail. Accordingly, the Council shall take all available steps and do all practicable acts and things as may be necessary or desirable, including, without limitation, exercising all voting and other rights and powers of control available to it in relation to Six Town, so as to give effect to the provisions of this Agreement and shall further if necessary procure (insofar as it is able to do so by the exercise of those rights and powers) any required amendment to the Articles.

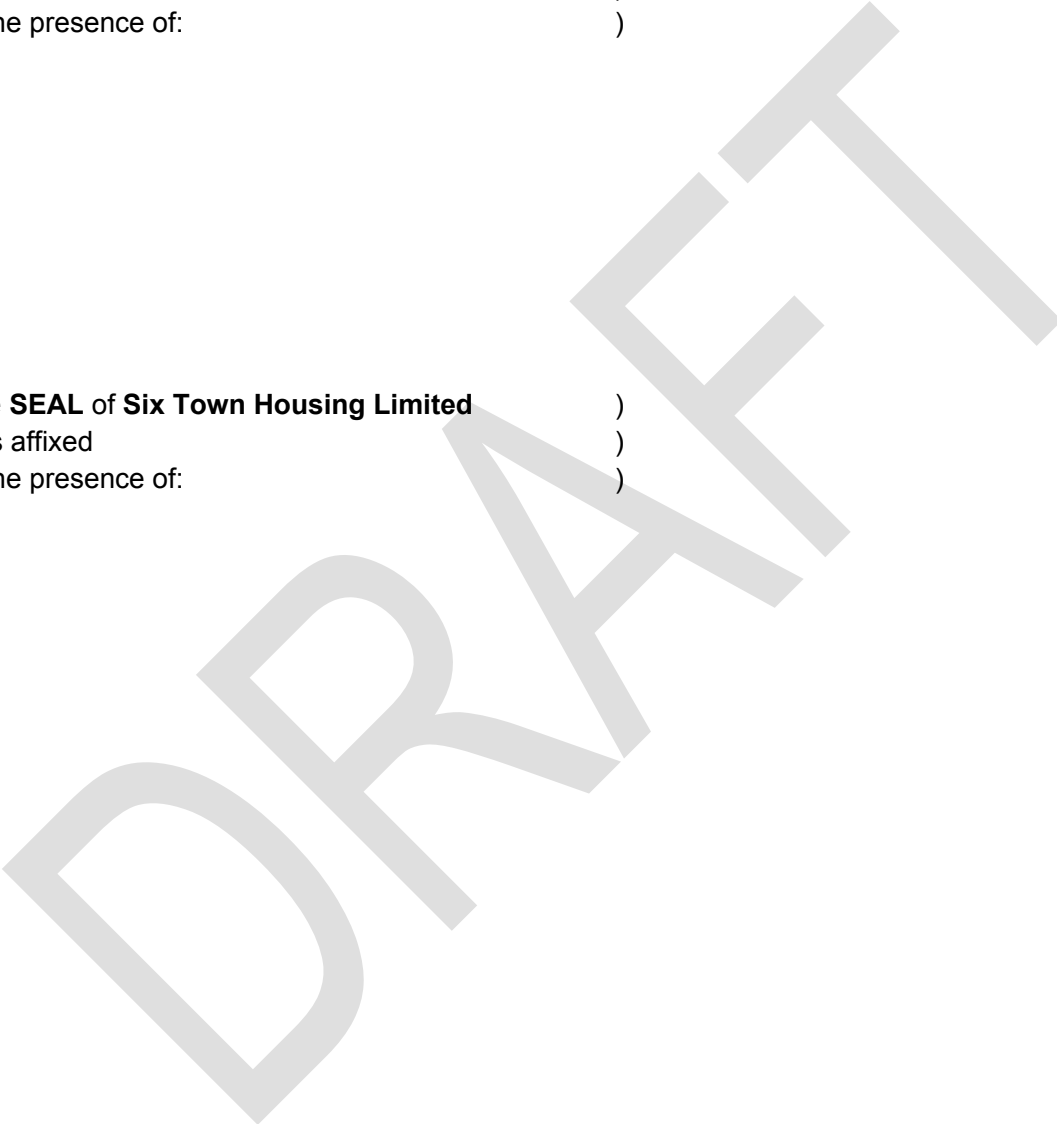
56 **Law**

This Agreement shall be governed and construed according to English law.

This Agreement has been entered into as a deed and is delivered on the date stated at the beginning.

The **COMMON SEAL** of the **Bury Metropolitan Borough Council**)
was affixed)
in the presence of:)

The **SEAL** of **Six Town Housing Limited**)
was affixed)
in the presence of:)



Schedule 1 – Six Town's Services

(Clause 3)

Schedule: 1 Specification of Management Agreement Delegated & Retained Functions

The aim of this document is to expand upon the schedules of delegated and retained services to add some high level specification to the service areas encompassed within the agreement. This includes giving some guidance and definition to the respective parties regarding responsibilities for strategic approach, operational design, compliance, anticipated funding of activities and proposed governance lines including any particular governance provisions that are anticipated necessary. Overall the document aims to ensure a balance between accountability, control and strategic lead for Bury Council while ensuring flexibility for Six Towns Housing to be innovative in operational service delivery and responsive to changing needs of tenants and customers. The overall outcomes being sought are effective, compliant and efficient services to the community that are able to evolve to the changing needs and pressures.

Key:

BC - BC Retained Function

STH - STH Delegated Function

STH* - STH Delegated Function Requiring BC Ratification

STH** - STH Delegated Function Requiring BC Operational Support

STH Board, Parent Board & Cabinet: This can include delegated committees are deemed appropriate

"Design operating model" - Within the specification this refers to the preferred method of operational service delivery for the party responsible for delivering a service area that is reasonable to the responsibilities encompassed and resources available to it.

"Approve operating model" - Within the specification this refers to the opposite party agreeing that the method of service delivery and its costs are appropriate, reasonable and sustainable. Approval not being unreasonably withheld. This is predominantly anticipated, although not exclusively, to be applicable to area that are seeing a change in delegated function from the previous management agreement arrangements. Approvals through the Parent Board will be considered sufficient to demonstrate Bury Council approval.

"Deliver operating model" - Within the specification this refers to the ongoing delivery and monitoring of the service once design and approved as required

Function	Lead	Delegation Change?	Scope	Compliance	Funding	Governance	Governance Screen Required?	Third Party Fee Income
Allocations Strategy & Scheme	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Allocations Policy & Procedure	STH	Yes	STH design & BC approve operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Allocation of council housing	STH	Yes	Delivery of operating model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Annual Report for Tenant and Leaseholders	STH	No	Report document	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Appointment of STH Chair	STH*	No	Appropriate skills based appointment to meet agreed business objectives	Recruitment Compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Appointment of STH Board Members and CEO	STH*	No	Appropriate skills based appointment to meet agreed business objectives	Recruitment Compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Appointment of Parent Body Chair & Board	BC	No	Appropriate skills based appointment to meet agreed business objectives	Recruitment Compliance	General Fund	Cabinet	No	No
Asset management Database (with accurate stock condition data)	STH	No	Up to date stock/asset data to agreed specification	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No

Asset Management Strategy	STH*	No	Strategic position statement reviewed at least every five years	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board, Parent Board & Cabinet	No	No
Asset Register - For all HRA properties, land and other assets owned by the Council or STH	STH	No	Up to date stock/asset data to agreed specification	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Asset Register - For all non-HRA properties, land and other assets owned by the Council or STH	STH	No	Up to date stock/asset data to agreed specification	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	No
Capital grant applications approvals for RP's	BC	No	Process in place for applications, appraisals and approvals	Ensure BC strategic and funding compliance	General Fund	Cabinet	No	No
Caretaking	STH	No	Delivery of operating model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Changes to STH / BC group structure, mergers and acquisitions	BC	No	Process in place for applications, appraisals and approvals	Ensure BC strategic and statutory compliance plus STH regulatory compliance	General Fund	STH Board, Parent Board, Cabinet	No	No
Clearance of homes (Council Homes)	STH*	Yes	Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Clearance of homes (Other)	STH*	Yes	Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	No
Closure Orders	STH*	Yes	Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	Yes

Community Safety Strategy	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Community Safety & Anti-Social Behaviour (ASB) case management and interventions (council homes)	STH	No	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Community Safety & Anti-Social Behaviour (ASB) case management and interventions (other)	STH	Yes	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Complaints Policy and complaints handling (housing management)	STH	No	Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Complaints Policy and complaints handling (other services)	STH	Yes	Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Compliance with HCA regulatory standards	STH	No	Agreed compliance assurance plan and regular position reports with external verification	STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Compliance with relevant European and British Standards, building regulations, good industry practice and health and safety legislation	STH	No	STH ensure all operating models compliant	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Compliance with statutory, legislative and contractual obligations in relation to housing	STH	No	STH ensure all operating models compliant	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No

Corporate Governance Framework	BC	No	Agreed group governance structure, reporting, governance development plan and required resources	BC & STH statutory compliance, STH regulatory compliance	General Fund	Cabinet	No	No
Customer feedback (council homes)	STH	No	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	No
Customer feedback (other)	STH**	Yes	Joint approach agreed to wider customer feedback regarding housing related services in the borough	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board, Parent Board, Cabinet	No	No
Customer profile database	STH	No	Up to date profile data to agreed specification	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Decanting	STH	No	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	No
Demolition Orders	STH*	Yes	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Development of new affordable housing	BC	No	Structured RP enablement measures & interventions	Ensure BC strategic and funding compliance	General Fund	Cabinet	No	No
DFG / Adaptations (Council Homes)	STH	Yes	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
DFG / Adaptations (Other)	STH	Yes	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	Yes

DFG Grants Budget Provision	BC	No	Adequate resources to meet statutory obligations	Ensure BC statutory compliance	General Fund & HRA allocation	Cabinet	No	No
Disposal of homes	STH*	No	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Emergency planning and business continuity	BC	No	Agreed emergency and continuity provisions	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Empty Homes Budget Provision	BC	No	Adequate resources to meet statutory obligations	Ensure BC statutory compliance	General Fund & HRA allocation	Cabinet	No	No
Empty Homes & Unfit Properties Interventions (including legal enforcement and statutory compensation)	STH*	Yes	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Enforcement of tenancy conditions	STH	No	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Environmental services (on housing land)	STH	No	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Equalities and Diversity Strategy	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Equalities and Diversity Policy	STH	No	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No

Equalities Impact Assessments	STH	No	Agree EIA format with BC and ensure EIA assessment and mitigations in place customer facing service areas	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Estate management (council homes)	STH	No	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Evictions and court action	STH**	No	STH Design BC approved operational model that integrates with BC legal services	Ensure BC statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Financial management	STH**	No	STH Design BC approved operational model that integrates with BC finance functions	Ensure BC statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Financial returns to CLG	BC	No	Compilation and submissions of returns in consultation with STH	Ensure BC statutory compliance	Annually agreed HRA eligible management fee	STH Board, Parent Board & Cabinet	No	No
Financial returns to housing regulator	STH**	No	Compilation and submissions of returns in consultation with BC	Ensure STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Five year business and financial plans	STH*	No	Strategic financial plan reviewed annually with BC	Ensure BC statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board, Parent Board & Cabinet	No	No
Floating Support Strategy	STH*	Yes	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board, Parent Board & Cabinet	No	No
Floating Support (operational in tenures as directed by BC)	STH	Yes	STH design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed management fee with HRA and non-HRA elements	STH Board	No	No

Freehold management	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Freedom of Information requests	STH	No	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	Yes
Garages	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Gateway Protection Service operational management	STH	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed third party grant income	STH Board & Parent Board	No	Yes
Gateway Protection Service strategic oversight and GM coordination	STH*	Yes	STH Design BC approved operational model	Ensure BC contractual and statutory compliance plus STH regulatory compliance	Annually agreed third party grant income	STH Board & Parent Board	No	Yes
Grounds maintenance (on housing land)	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Home Energy Conservation Acts and Energy Efficiency (Council Homes)	STH	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Home Energy Conservation Acts and Energy Efficiency (Other)	STH	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No

Home Improvement Services	STH	Yes	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	Yes
Home Loss Payments	STH*	No	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Homelessness Greater Manchester operational representation	STH*	Yes	Appropriate operational representation to coordinate with neighbouring authorities	Ensure BC interests are operationally represented	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Homelessness reduction and prevention measures	STH	Yes	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Homelessness statutory assistance decisions	STH	Yes	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Homelessness statutory assistance decisions appeals	STH**	No	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	No
Housing advice, assessment, prevention and solutions	STH*	Yes	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Housing advice, commissioning and oversight of statutorily required services	BC	No	BC Commissioning within above to meet statutory requirement	Ensure BC strategic and statutory compliance plus STH regulatory compliance	General Fund	Cabinet	No	No
Housing (council homes including BC shared ownership properties)	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	No

Housing market analysis	BC	No	Structured analysis measures & interventions	Inform BC & STH strategic and statutory compliance	General Fund	Cabinet	No	No
Housing needs survey and assessments	BC	No	Structured analysis measures & interventions	Inform BC & STH strategic and statutory compliance	General Fund	Cabinet	No	No
Housing register of applicants	STH	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Housing related support commissioning and administration	BC	No	Structured commissioning & administration	BC strategic and statutory compliance	General Fund	Cabinet	No	No
Housing Strategy and related functions	BC	No	Structured housing market enablement measures & interventions	Ensure BC strategic and funding compliance	General Fund	Cabinet	No	No
Houses of Multiple Occupation Registration & Licencing	STH	Yes	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	Yes
Houses of Multiple Occupation Enforcement	STH**	Yes	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	Yes
HRA 30 Year Business Plan	BC	No	30 year business plan reviewed annually	Ensure BC strategic and funding compliance	HRA	Cabinet	No	No
Illegal occupations	STH**	No	STH Design BC approved operational model that integrates with BC legal services	Ensure BC statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Immigration Accommodation Inspections & Approvals	STH	Yes	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Improvement Notices	STH*	Yes	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	Yes	Yes

Information to tenants and leaseholders	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Inspection and repair of empty homes (Council Homes)	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Inspection and repair of empty homes (Other)	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	Yes
Inspection of caravan, park home and camp sites	STH	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	No	Yes
Landlord statutory compliance obligations	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Leasehold management	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Leasehold enfranchisement	STH	Yes	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Letting agents regulation	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	No	Yes
Licencing & Enforcement of caravan, park home and campsites	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes

Major and cyclical works improvements	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Mechanical and electrical works	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Member (VIP) enquiries regarding delegated functions	STH	No	STH Design & deliver operational model	Ensure BC democratic compliance & STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Mutual exchange & Mobility Schemes	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Neighbourhood and estate management (Council Homes)	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Neighbourhood plans (strategic development)	BC	No	Strategic directions reviewed at least every two years	Ensure BC wider strategic compliance	General Fund	Cabinet	No	No
Neighbourhood plans (operational co-ordination)	STH	Yes	STH Design & deliver operational & coordination model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Review on a case by case basis tailored to the interventions involved	STH Board	No	No
Procurement (tendering & letting of contracts)	STH	No	STH Design approved operational model within BC procurement strategy	Ensure BC strategic and statutory compliance plus STH regulatory & contractual compliance	Reviewed and funding allocated based on contracts involved	STH Board & Parent Board	No	No
Procurement (operational management of contracts)	STH	No	STH Design & deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No

Prohibition Orders	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Procurement Strategy	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Public liability and other insurance arrangements	BC	No	Annual review of group cover and arrangements to ensure continued appropriate policies in place	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Various apportionments as agreed	Cabinet	No	No
insurance claims	BC	No	BC Design and deliver STH approved operational model	Ensure policy compliance	General Fund	STH Board & Cabinet	No	No
Public relations and publicity - housing policy and strategy	BC	No	BC Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	Cabinet	No	No
Public Relations and publicity - operational housing matters	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Recovery of arrears and other charges	STH	No	Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No
Redevelopment, regeneration and renewal	BC	No	Strategy, enablement measures & interventions	Ensure BC strategic and funding compliance	General Fund	Cabinet	No	No
Refuge Resettlement Programme operational management	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed third party grant income	STH Board & Parent Board	No	Yes

Regulation of Private Rented Sector	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Relationship with Registered Providers (Development)	BC	No	Strategy, enablement measures & interventions	Ensure BC strategic and funding compliance	General Fund	Cabinet	No	No
Relationship with Registered Providers (Nominations Agreements)	STH**	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Renovation grant awards and administration	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Rent collection	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Rent Collection Policy	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Rent Setting Policy	BC	No	BC Design and deliver STH approved operational model	Ensure BC strategic and statutory compliance	HRA	STH Board & Cabinet	No	No
Responsive repairs	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Right to buy administration and approvals	STH**	No	STH Design & deliver BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board & Parent Board	No	No
Right to buy valuations	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No

Risk Assessments	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Safeguarding	BC	No	BC Design and deliver operational model	Ensure BC strategic and statutory compliance	General Fund	STH Board & Cabinet	No	No
Section 106 policy, negotiations and approvals	BC	No	BC Design and deliver operational model	Ensure BC strategic and statutory compliance	General Fund	STH Board & Cabinet	No	Yes
Selective private sector licencing & related enforcement	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Sheltered housing	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Stock condition (including house condition surveys) (Council Homes)	STH	No	Up to date stock/asset data to agreed specification	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Stock condition (including house condition surveys) (Other)	STH	Yes	Up to date stock/asset data to agreed specification	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non-HRA eligible management fee	STH Board	No	No
Successions	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Supported Housing Schemes (commissioned by BC from STH either under management agreement or other contract)	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed fee with HRA and non-HRA eligible elements as appropriate	STH Board	No	No

Temporary accommodation (including hostels and emergency accommodation)	STH	Yes	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Tenancy amendments	STH*	No	STH Design and deliver BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Tenancy management	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Tenancy Strategy	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Tenancy sustainment (operational - in tenures at directed by BC)	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed fee with HRA and non-HRA eligible elements	STH Board	No	No
Tenancy terminations	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Tenant and Leasehold engagement and consultation	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Tenant associations	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Tenant management Organisation (TMO)	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	No	Yes

Transfer requests	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Treasury management	STH	No	STH Design BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	No	Yes
Treasury management strategy	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Unfit properties enforcement	STH*	Yes	STH Design BC approved operational model	Ensure BC strategic and statutory compliance	Annually agreed non HRA eligible management fee	STH Board & Parent Board	Yes	Yes
Void and empty property management (council homes)	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Website (Housing Management)	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Website (Other Delegated Functions)	BC	No	BC Design and deliver STH approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed non HRA eligible management fee	STH Board & Cabinet	No	No
Welfare Reform /Universal Credit operational implementation & response	STH	No	STH Design and deliver operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board	No	No
Welfare Reform/Universal Credit strategic response	BC	No	Strategic position statement reviewed at least every five years	Ensure BC statutory compliance	General Fund	Cabinet	No	No
Write offs / Bad debts	STH*	No	STH Design BC approved operational model	Ensure BC strategic and statutory compliance plus STH regulatory compliance	Annually agreed HRA eligible management fee	STH Board & Parent Board	No	No

Summary of Legislation Considered Applicable to Delegated Services:

Housing Acts 1985, 1988,1996, 2004

Local Government and Housing Act 1989

Public Health Acts and Building Acts

Local Government Miscellaneous Provisions Act 1982

Housing and Planning Act 2016

Smoke and Carbon Monoxide (England) Regulations 2015

Prevention of Damage by Pests Act 1949

Housing (Management Orders and Empty Dwellings Management Orders) (Supplemental Provisions) (England) Regulations 2006

Law of Property Act 1925

Anti-Social Behaviour, Crime & Policing Act 2014

Enterprise and Regulatory Reform Act 2013 and Redress Scheme Order 2014

Housing Grants Construction and Regeneration Act 1996

Regulatory Reform (Housing Assistance) (England and Wales) Order 2002

Land Compensation Act 1961

Caravan Sites and Control of Development Act 1960 Section 3

Public Health Act 1936

Land Compensation Act 1973

Landlord and Tenant Act 1985

Leasehold Reform Housing and Urban Development Act 1993

Homelessness Reduction Act 2017

Commonhold and Leasehold Reform Act 2002

Rent (Agriculture) Act 1976

Asylum and Immigration Act 1996, 2004

Immigration and Asylum Act 1999

Nationality, Immigration and Asylum Act 2002

Immigration, Asylum and Nationality Act 2006

UK Borders Act 2007

Borders, Citizenship and Immigration Act 2009

Immigration Act 2014, 2016

United Nations Convention 1951

The Immigration and Asylum (Provision of Accommodation to Failed Asylum-Seekers) Regulations 2005

The Asylum Seekers (Reception Conditions) Regulations 2005

The Homelessness (Asylum-Seekers) (Interim Period) (England) Order 1999

Homelessness Act 2002

This is not considered an exhaustive list.

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Schedule 2 – Services provided by the Council

(Clause 23)

SLA	Functions included	Annual costs
Legal Services	<ul style="list-style-type: none"> • Anti-social behaviour; • Tenancy and estate management services; • Income management, including former tenant arrears; • Right to Buy and Leaseholder Services; • Gas servicing; • Repairs and maintenance, including disrepair; • Estate shops; • Procurement of services; • Employment law; • Company Law; and • Freedom of Information and Environmental Information requests and Data Protection issues. 	Work charged at an agreed hourly rate
ICT	<ul style="list-style-type: none"> • Full Server support • Full first point user support • Full telephony support – provision of service including all outside calls, provision of handsets, telephone switchboard services, maintenance and support of contact centre, call reports set up. • Desktop and communication services – PC support plus network support e.g. access, email, voicemail, anti-virus software, file store provision and printer support (network related) – with additional supplement for laptops • Applications – support and development • Disaster recovery from IT perspective • 	£120,452
Internal Audit	<ul style="list-style-type: none"> • Provision of Internal Audit Services and advice and support 	£9170
Payroll	<ul style="list-style-type: none"> • Processing salary payments due • Provision of pension support – payments due, calculations and enquiries • Calculation of redundancy payments and payment of same • Payment of termination payments e.g. Settlement agreements 	£12,528
HR support	<ul style="list-style-type: none"> • Provision of monthly iTrent reports • Provision of support and advice on an ad hoc basis 	Advice is paid for based on actual usage.
Contract cleaning	<ul style="list-style-type: none"> • Cleaning and janitorial services at Six Town Housing's main office – 6 Knowsley Place, 	£39,600
Strategic Procurement Services	<ul style="list-style-type: none"> • One stop shop in respect of advice, support and guidance for all Six Town Housing's procurement related issues. 	£12,500

Stores	<ul style="list-style-type: none"> • Provision of stores service. • Provision of a supply chain function to Six Town Housing and Bury Council's housing stock. To include the supply of stocked and none stocked materials. Including any items through any purchasing consortium used by Six Town Housing and or Bury Council, including procure plus. 	£126,700
Vehicle hire - transport	<ul style="list-style-type: none"> • Vehicle Hire for R&M/Caretakers • Transport management and maintenance, plus leasing and hiring of vans 	£582,100
Grounds maintenance	<ul style="list-style-type: none"> • Provision of the grounds maintenance service, arboriculture service and associated grounds maintenance services 	£334,000

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Schedule 3 – Fee Principles

(Clause 12)

- 1 The initial Fee (clause 12.1) serves as a base figure for the subsequent year, i.e. changes need to be proposed/challenged by reference to it.
- 2 Calculation of the Fee will be by reference to the base figure and the number of Services provided by Six Town (as revised from year to year and which may increase or decrease).
- 3 Fee negotiations will take account of the following generic factors:
 - 3.1 competing pressures on the HRA business plan, either because of reduced resources or increased demands;
 - 3.2 the resultant financial parameters for the Fee;
 - 3.3 any addition to, or reduction of, the Services required by the Council;
 - 3.4 any adjustment of the performance standards at which the Services are to be delivered;
 - 3.5 the additional costs to Six Town of a reduced Fee (in particular redundancies);
 - 3.6 Six Town's ability to identify and deliver efficiencies.
- 4 The Current Services Fee and the New Services Fee (both as defined in Clause 11.1 will initially be agreed on an annual basis. It is anticipated that the parties will work towards a more long term approach to the agreement of the Fee such that there will be a three year Fee cycle complemented with the annual Business Plan approval process set out in clause 16. Future fee arrangements may specify or anticipate future Fee adjustments (for example, to achieve savings, cost reductions etc.) and the Fee so adjusted will be the base figure as described in 1.
- 5 Proposals for Fee reductions (including ongoing adjustments as described in 4) will recognise the extent to which some of Six Town's costs are fixed and/or subject to external change.
- 6 The Management, Maintenance and Improvement elements of the Fee are to be treated separately. In particular:
 - 6.1 Six Town's Management costs chiefly comprise pay and pensions. Retaining staff involves meeting contractual or statutory obligations and though redundancy reduces ongoing costs there is an initial cost to be met;
 - 6.2 Maintenance costs depend on the size and nature of the Stock Maintenance and Improvement Programme and may be inflexible to the extent that they are incorporated in any contract to which the Council or Six Town is bound;
 - 6.3 Improvement costs also depend on the size and nature of the Stock Maintenance and Improvement Programme, but recognising that Six Town's administration work may not correlate reliably thereto;

- 7 Welfare reform is likely to have a significant impact on Six Town's costs and the Council's cashflow over at least the first three years.

Notwithstanding all the above, Six Town acknowledges the need to achieve more for less and to be benchmarked against comparable Arms' Length Management Organisations and registered providers of social housing facing similar challenges.

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Schedule 4 – the Council's Assets

(Clause 34)

Schedule 5

Part 1

Partnership Pledge

This Partnership Pledge has been agreed by the Council and Six Town to set out how the partnership will work and the key principles to be adopted by all Councillors, board members and staff of both the Council and Six Town.

This is an equal partnership based on the following key values:

- Openness
- Respect
- Honesty
- Trust
- Negotiation
- Accountability

The main partnership objective is that both the Council and Six Town will work together in harmony to achieve the best results for the tenants of Bury Council.

The following key principles will underpin the partnership:

Arm's Length - The Council recognises that Six Town has responsibilities to Company's House and must operate at arm's length but at the same time Six Town recognises that it is wholly owned by the Council and the Council is the sole Shareholder. Six Town recognises the Council has a duty to monitor Six Town in relation to its operational activity, staffing issues and in relation to the delivery programme based on the agreed Management and Other Services Fee.

Delegation - Both the Council and Six Town will establish and maintain clear lines of delegation.

No surprises - Each party will inform the other of sensitive issues at the outset well before any decision is taken. Each will take account of the others views before a decision is made with the aim of reaching decisions that benefit both the Council and Six Town. Where joint decisions are necessary both the Council and Six Town will consult and take account of each other's' views to mutual benefit and will ensure a free exchange of information on such matters.

Positive attitudes - Each party will promote positive messages and attitudes at all times about each other both inside and outside the Council and Six Town.

Problem solving - The parties will adopt a joint approach to problems solving focused on achieving solutions that work for both the Council and Six Town.

Valuing each other - Each party will openly recognise and acknowledge their contribution to each other's successors.

Joint celebration of success - The Council and Six Town will positively celebrate its individual and shared successes. The Council and Six Town will mutually support each other in terms of publicity and shared success.

Mutual support - Each party will support the other to achieve common and shared objectives.

Honesty and transparency - Each party will be open and transparent in all its dealings with the other.

Sharing information - Each part will share information to enable both the Council and Six Town to make better decisions.

Part 2

Partnership Principles

- 1 The Parties act in accordance with the responsibilities and obligations set out in this Agreement, the Member Agreement and in accordance with all mutually agreed policies and procedures.
- 2 The Parties promote good governance behaviours in accordance with the governance arrangements set out in this Agreement, the Member Agreement and all mutually agreed policies and procedures.
- 3 The Council promises to commit sufficient resources to ensure appropriate oversight and effective governance of Six Town.
- 4 The Council and Six Town acknowledge their parent / subsidiary relationship and agree to co-operate to ensure mutually aligned business and operational plans, including growth strategies and investment plans.
- 5 Six Town will produce accurate and timely performance and monitoring information for review by the Council in line with this Agreement and the Member Agreement.
- 6 Six Town will strive to deliver high quality and efficient HRA services.
- 7 Six Town housing will actively seek areas of commercial growth and the Council commits to directing and supporting this in line with the Council's growth agenda.
- 8 Six Town and the Council will perform their respective obligations under this Agreement with reasonable care and appropriate skill and shall behave at all times in a manner which is conducive to achieving the strategic goals and growth objectives of Six Town and the Council.

Part 3
Relationship Principles

Schedule 6
Transferring Employees
(Clause 23)

Schedule 7

Additional Matters Requiring Council Consultation and / or Approval

- 1 Six Town agrees with the Council that:
 - 1.1 It shall consult with the Council on the development and management of the risk register for the delegated Services.
 - 1.2 It shall consult with the Council on any significant changes to the provision of the Services or policies and procedures to ensure compliance with Equality Act 2010 duties and any statutory or implied duty to consult with affected groups. Six Town shall seek approval (where appropriate) from the Council to any such changes to the provision of the Services or policies and procedures.
 - 1.3 It shall comply with the Council's constitution on financial and relevant governance matters to ensure proper administration of the Council's financial affairs under Section 151 of the Local Government Act 1972.
 - 1.4 All contracts which Six Town enters into shall comply with the contract procedure rules set out in the Council's constitution and all terms and conditions will be drafted in accordance with the Council's Social Value Policy.
 - 1.5 The Six Town board shall attend and provide information to support the Council's scrutiny committees where relevant to the Services and provide briefings for the Cabinet Member/s with relevant portfolios.
 - 1.6 Six Town shall provide such information and assistance as may be required for the Council to respond to any corporate complaints, proceedings, requests for disclosure by third parties such as the police, FOIA requests and any other statutory duties.
- 2 Six Town agrees with the Council that information and assistance shall be provided so to:
 - 2.1 Enable timely and accurate completion of the Council's budget, monitoring and final accounts processes as set out in this Management Agreement;
 - 2.2 Enable accurate accounting and monitoring of taxation;
 - 2.3 Ensure compliance with the statutory duty to provide value for money;
 - 2.4 Enable the Council, Cabinet and audit committee to have assurance over the proper administration of the financial affairs of the Council in relation to the funding of the Services and to fulfil statutory responsibilities;
 - 2.5 Ensure the Council can carry out effective and timely collection of any charges.