

**DATED**

30 January

**2024**

**THE METROPOLITAN BOROUGH OF BURY**

**and**

**SIX TOWN HOUSING LIMITED**

**Termination and Transition Agreement**

**Anthony Collins Solicitors LLP  
134 Edmund Street  
Birmingham  
B3 2ES**

**Reference: MC/032007.0004**

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**THIS DEED IS DATED                      OF                      2024**

**PARTIES:**

- 1. **THE METROPLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury BL9 0SW (the “**Council**”); and
- 2. **SIX TOWN HOUSING LIMITED** (company number 04948846) whose registered office is at 6 Knowsley Place, Angouleme Way, Bury BL9 0EL (“**Six Town**”).

**INTRODUCTION**

- 1. Six Town is a wholly owned subsidiary company of the Council (together the Parties). Six Town was originally established to manage the Council’s social housing stock as an arm’s length management organisation (ALMO) and has since been registered as a registered provider of social housing (PRPSH) and as such owns 149 social housing homes and leases/manages other properties.
- 2. The Parties entered into a management agreement first in 2005 and upon its expiry in 2020 the Management Agreement.
- 3. The Parties have agreed to an early termination of the Management Agreement on the Effective Date.
- 4. On the Effective Date, Six Town will transfer the Operation, Assets and Liabilities to the Council on the terms set out below.
- 5. For the foreseeable future Six Town will continue to function as a PRPSH and to hold the Excluded Assets.
- 6. To enable Six Town to discharge its functions Council will provide Council Services as set out in Schedule 4.

**AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement these words have the following meanings:

- "Agreement"**                      this asset transfer agreement
- "Assets"**                              the assets described in clause 3.2 and as listed in Schedule 1
- “Board”**                              the board of Six Town and any committees established by it
- "Cash"**                                any cash held by Six Town at the Effective Date in connection with the Operation either in hand or in bank accounts

<b>“Claims”</b>	any claims actual, contingent or otherwise which Six Town may be entitled to make in any capacity
<b>“Consents”</b>	all or any permits, licences or other statutory consent required for the carrying out of the Operation and held up to the Effective Date by the Organisation
<b>"Contracts"</b>	all contracts relating to the Operation at the Effective Date (other than the Leasing Agreements) to which Six Town is party including those in the list true copies of which have been initialled on behalf of both Parties by way of identification
<b>“Council Services”</b>	the services to be provided by the Council to Six Town after the Effective Date as listed and on the terms set out in Schedule 4
<b>"Creditors"</b>	all sums due to trade creditors in respect of the Operation at the Effective Date
<b>“Data Protection Legislation”</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a part, and <b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing</b> and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
<b>"Debtors"</b>	all book and other debts (including accruals and pre-payments) owed to Six Town in connection with the Operation at the Effective Date
<b>"Effective Date "</b>	1 February 2024
<b>"Equipment"</b>	all plant, machinery, tools, vehicles and other equipment owned at the Effective Date by Six Town in connection with the Operation other than the Leased Equipment

<b>“Excluded Assets”</b>	the assets listed in Schedule 2
<b>"Goodwill"</b>	the goodwill of Six Town in connection with the Operation as at the Effective Date
<b>“indemnify”</b>	indemnify and keep indemnified on a joint and several basis against all liabilities, costs, claims, demands, expenses and proceedings
<b>"Intellectual Property"</b>	all intellectual property rights relating to the Operation owned by Six Town at the Effective Date
<b>"Leased Equipment"</b>	all plant, machinery, tools, vehicles and other equipment held by Six Town at the Effective Date pursuant to the Leasing Agreements
<b>"Leasing Agreements"</b>	all leasing, hire-purchase and similar agreements to which Six Town is a party at the Effective Date
<b>"Liabilities"</b>	all liabilities of Six Town (whether actual, contingent, prospective or otherwise) including anything relating to Transferring Employees and responsibility for paying the Creditors, including but not limited to those listed in Schedule 5.
<b>“Management Agreement”</b>	the Management Agreement dated 1 April 2020 between the Parties pursuant to which Six Town provides housing related services to the Council
<b>"Operation"</b>	the operation of providing housing related services carried on by Six Town in accordance with the terms of the Management Agreement and any other agreement under which Six Town provides similar services
<b>"Premises"</b>	all premises occupied by Six Town in connection with the Operation at the Effective Date
<b>“Premises Leases”</b>	All leases or licences for the Premises to which Six Town is a party at the Effective Date and for which the Council does not own the immediate superior interest
<b>"Records"</b>	all records and books of account kept by Six Town in connection with the Operation at the Effective Date

**“Regulations”** the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any prior or subsequent amendment or re-enactment of the same

**"Transferring Employees"** those employees whose details are set out in Schedule 3

- 1.2 The headings in this Agreement are inserted for convenience only. They do not affect its construction.
- 1.3 References to any clauses and schedules are to those of this Agreement.
- 1.4 References to legislation include all arrangements, replacements or re-enactments and all regulations, determinations and directions made under it.
- 1.5 The words “include” or “including” are to be read without limitation.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated.
- 1.8 Words in the singular include the plural and in the plural include the singular.
- 1.9 A reference to one gender includes a reference to the other gender.
- 1.10 Documents in agreed form are documents in the form agreed by the parties to this agreement and initialled by them or on their behalf for identification.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

## **2. TERMINATION OF THE MANAGEMENT AGREEMENT**

- 2.1 The Parties agree the Management Agreement will come to an end by mutual consent at close of business on the Effective Date.
- 2.2 At and after such time, neither Party will have any rights, claims, liabilities or obligations under or relating to the Management Agreement.

## **3. TRANSFER OF THE OPERATION AND THE ASSETS**

- 3.1 Six Town will transfer the Operation and the Assets to the Council (and the Council will accept such transfer) on the Effective Date.
- 3.2 The Assets comprise:
  - 3.2.1 the Cash;
  - 3.2.2 the Claims;

- 3.2.3 the benefit and the burden of the Contracts, the Leasing Agreements and the Premises Leases (subject to the provisions of clauses 5, 6 and 7 respectively);
- 3.2.4 the Debtors;
- 3.2.5 the Equipment;
- 3.2.6 the Goodwill;
- 3.2.7 the Intellectual Property;
- 3.2.8 the Records; and
- 3.2.9 any other asset of Six Town not specifically referred to above, but not the Excluded Assets.

3.3 The transfer will be deemed to have occurred at 00.01 am on the Effective Date.

3.4 After the Effective Date Six Town will supply to the Council, within a reasonable time after any request by the Council, all information relating to any or all of the Assets and the Operation.

#### **4. CONSIDERATION**

4.1 The consideration for the transfer of the Operation and the Assets is the assumption by the Council of the Liabilities and the entering into of its other obligations under this Agreement.

#### **5. ASSUMPTION OF THE LIABILITIES**

5.1 The Council will discharge the Liabilities in full as and when they fall due.

5.2 Pending their discharge in full, the Council will indemnify Six Town against all things relating to the Liabilities.

5.3 Insofar as it is aware of any material change to the Liabilities other than those in the ordinary course of carrying on the Operation, Six Town will promptly notify the Council of any such material changes.

#### **6. THE CONTRACTS**

6.1 All Contracts that can be transferred by Six Town to the Council without the consent of any third party or where a third party has given its consent are to be so transferred with effect from close of Operation on the Effective Date.

6.2 The following provisions apply to any Contracts that cannot be transferred under clause 6.1:

6.2.1 this Agreement will not constitute an assignment or novation if this would give rise to a breach of the relevant Contracts;

6.2.2 the Council and, where necessary, the Organisation, will use all reasonable endeavours to obtain any necessary consents from third parties;

- 6.2.3 Six Town at the Council's request shall use all reasonable endeavours with the co-operation of the Council to procure such assignment or novation; and
- 6.2.4 pending such consents being granted, the Council will carry out the obligations under the relevant Contracts on behalf of Six Town and for the Council's own benefit as if the relevant Contracts had been transferred to the Council.

## **7. THE LEASING AGREEMENTS**

- 7.1 All Leasing Agreements that can be transferred by Six Town to the Council without the consent of any third party or where a third party has given its consent are to be so transferred with effect from close of Operation on the Effective Date.
- 7.2 The following provisions apply to any Leasing Agreements that cannot be transferred under clause 7.1:
  - 7.2.1 this Agreement will not constitute an assignment or novation if this would give rise to a breach of the relevant Leasing Agreements;
  - 7.2.2 at close of Operation on the Effective Date Six Town will pass the Leased Equipment to the Council;
  - 7.2.3 the Council and, where necessary, Six Town will use all reasonable endeavours to obtain any necessary consents from third parties to the transfer of the Leasing Agreements to it;
  - 7.2.4 Six Town at the Council's request shall use all reasonable endeavours with the co-operation of the Council to procure such assignment or novation;
  - 7.2.5 if transfer does not prove possible the Council will use all reasonable endeavours to terminate the relevant Leasing Agreements without liability to either Party; and
  - 7.2.6 the Council will pay all sums due under or in relation to the Leasing Agreements and/or their termination.

## **8. THE PREMISES**

- 8.1 Six Town will hand over possession of the Premises to the Council 00.01 am on the Effective Date and the Parties agree that this will constitute a surrender of any leasehold or licence interest that Six Town holds in any of the Premises in which Council owns the immediate superior interest and in the event that any such leasehold interest is registered at the Land Registry the Parties shall enter into a TR1 as soon as reasonably practicable to formally surrender such lease.
- 8.2 Six Town shall use all reasonable endeavours to procure that the Council shall be entitled to the benefit, use and enjoyment of the Premises and the Council shall perform all the obligations of Six Town in respect of such Premises.
- 8.3 The Council will pay all rent and outgoings relating to the Premises as part of its assumption of the Liabilities with effect from 00.01 am on the Effective Date.



- 8.4 All Premises Leases that can be transferred by Six Town to the Council without the consent of any third party or where a third party has given its consent are to be so transferred with effect from 00.01 am on the Effective Date.
- 8.5 The following provisions apply to any Premises Leases that cannot be transferred under clause 8.3:
- 8.5.1 this Agreement will not constitute an assignment or novation if this would give rise to a breach of the relevant Premises Leases;
  - 8.5.2 the Council and, where necessary, Six Town, will use all reasonable endeavours to obtain any necessary consents from third parties;
  - 8.5.3 Six Town at the Council's request shall use all reasonable endeavours with the co-operation of the Council to procure such assignment or novation and to enter into any documents necessary to effect this; and
  - 8.5.4 pending such consents being granted, the Council will carry out the obligations under the relevant Premises Leases on behalf of Six Town and for the Council's own benefit as if the Premises Leases had been transferred to the Council.

## **9. THE TRANSFERRING EMPLOYEES**

- 9.1 Six Town has supplied to the Council all information relating to employees required under the Regulations before the Effective Date. The Council shall not bring a claim against Six Town in respect of late receipt of employee liability information under the Regulations. If the Council brings such a claim, the Council shall indemnify Six Town against all direct and indirect losses (including legal fees) connected with such claims.
- 9.2 The Transferring Employees will transfer to the Council pursuant to the Regulations with effect from 00.01 am on the Effective Date.
- 9.3 The Council will be responsible for all the Employees with effect from 00.01 am on the Effective Date on the same terms (including those relating to pension entitlement) that were in force with Six Town immediately before.
- 9.4 The Council will use all reasonable endeavours to ensure that after 00.01 am on the Effective Date the Transferring Employees remain in their existing pension arrangements with continuity of service.
- 9.5 The Council will treat the Transferring Employees, and ensure the Transferring Employees are treated, fairly and equally with the Council's existing employees, including with regard to any matters relating to redundancy and/or the amalgamation or reorganisation of services.

## **10. CONTINUING REGISTERED PROVIDER ROLE**

- 10.1 The Council entrusts Six Town with the performance of tasks relating to the provision of housing accommodation, and thereby Six Town's continuing role as a PRPSH.

- 10.2 Through exerting its decisive influence on Six Town, the Council and Six Town can enter public contracts with each other under a vertical arrangement that is covered by Regulation 12 Public Contracts Regulations 2015 and (when in force) Schedule 2 Procurement Act 2023.
- 10.3 Six Town agrees that it shall continue its activities as a PRPSH after the Effective Date and shall continue to operate in compliance with the Regulator of Social Housing's prevailing regulatory framework (or that of any successor regulating authority for social housing).
- 10.4 The Council and Six Town shall enter into an intra-group agreement to govern their relationship with effect from the Effective Date.
- 10.5 The Articles of Six Town shall be amended and the Board will be constituted to make Six Town fit for purpose for its ongoing role as a PRPSH, meeting the standards set by the Regulator for Social Housing (and/or its successor) from time to time.
- 10.6 After the Effective Date the Council shall provide Six Town with the Council Services on the terms set out in Schedule 4.
- 10.7 The Council shall provide such financial assistance to Six Town as is reasonably necessary to ensure the ongoing viability of Six Town as a registered provider, with reference to the dwellings that it owns or that it is agreed it should acquire or build from time to time, and in accordance with the Council's housing strategy.
- 10.8 The Council shall review the ongoing role of Six Town within its housing strategy with a view to putting into effect such longer term arrangements for the continued role of Six Town as a registered provider within the Council's group of companies from 1<sup>st</sup> January 2025.

## **11. LIAISON AFTER TRANSFER OF THE OPERATION**

- 11.1 On the Effective Date the following individuals are the key liaison officers for each Party:
- 11.1.1 the Council: Lynne Ridsdale - [L.Ridsdale@bury.gov.uk](mailto:L.Ridsdale@bury.gov.uk); and
- 11.1.2 Six Town: Catherine Farrell - [C.Farrell@sixtownhousing.org](mailto:C.Farrell@sixtownhousing.org).
- 11.2 Each Party shall notify the other in writing any change in their key liaison officer as may occur from time to time.

## **12. FURTHER ASSURANCE**

- 12.1 Each Party will take such steps as may reasonably be required to vest the Operation, the Assets and the Liabilities in the Council and give effect to the terms of this Agreement.
- 12.2 In discharging their obligations under this Agreement each Party will act in a proper, reasonable and diligent manner in accordance with the principles of good faith.

**13. MISCELLANEOUS**

13.1 This Agreement will be governed by English law.

13.2 The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13.3 This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

IN WITNESS of which this Agreement is entered into as a deed on the date set out above.

**THE COMMON SEAL of** )  
**THE METROPOLITAN BOROUGH** )  
**OF BURY** was affixed in the presence of )

*R Thorpe*

Rosalind.Thorpe,30 Jan,2024,11:52:59 GMT (UTC +0).....

63/24



Seal ID: 24921

**THE SEAL of** )  
**SIX TOWN HOUSING LIMITED** )  
**was hereunto affixed in the presence of:** )

*Cesamel*  
*H. Launch*.....

(two signatures)



*OK*  
*HP*

## SCHEDULE 1

### ASSETS

#### Cash

£5,003,421.00 as of 19<sup>th</sup> January 2024.

This includes all STH Ltd cash funds and before payment of some significant sums relating to monthly payroll (£1.6M) and rent on 6KP (£170k) for example, as well relating to management agreement and excluded properties.

See 'Cash' in [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\Summary of Debtors, Creditors & Cash](#)

#### Claims

Not aware of any (that STH may make).

**the benefit and the burden of the Contracts, the Leasing Agreements and the Premises Leases (subject to the provisions of clauses 5, 6 and 7 respectively);**

#### Contracts

[Q:\Transition - Data Room\Register Lists\ v5 Registers A and B 22.01.24 RC edits](#)

[Q:\Transition - Data Room\Register A\Documents registered on Register A](#)

[Q:\Transition - Data Room\Register B](#)

[Q:\Transition - Data Room\Register Lists\Supplier Spend](#)

Note: Register A contains contracts in force with copy contracts available for review. Register B contains commercial arrangements potentially amounting to a contract in common law without a formal written contract available.

#### Leasing Agreements

See "Contracts" above

~~[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\7. Leaseholders – Leaseholder List Jan 2024](#)  
K1 password protected see Israr Mohammed or Rafaelia (note: password protected)~~

#### Premises Leases

6KP - Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties – STH Knowsley Place Official Copy (Lease) 27 04 2011 – 'MAN179004 (2)'

~~Redbank - [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Redbank – 'Redbank House Lease'](#)~~

~~Peachment - [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Peachment\Peachment Place tenancy agreement Jan 2019](#) (Note: no signature)~~

#### Debtors

Council Initial  
& Date Here

Council Initial  
& Date Here

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Debtor Invoices to be Uploaded at 19.01.24’](#)

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Aged Debtors at 19.01.24’](#)

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Bury Debtors Capital Program Valuations to be Uploaded’](#)

See ‘Debtors’ in [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Summary of Debtors, Creditors & Cash’](#)

### **Equipment**

Equipment all belongs to the Council.

### **Goodwill**

None

### **Intellectual Property**

None

### **Records**

#### Assets and Liabilities Register

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘ALR v1.2 MASTER updated 19 Dec 2023’](#)

#### Accounts

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\3. Governance\4. Finance](#)

#### BM and AGM minutes

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\3. Governance\3. Board and Committees](#)

**any other asset of Six Town not specifically referred to above.**

## SCHEDULE 2

### EXCLUDED ASSETS

List of 149 Excluded Properties - [Q:\Transition - Data Room - Excluded Properties](#)

MSV - [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Mosscare St Vincents – 'MSV LEASE dates 17.07.2019'](#)

Sherbourne House - [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Sherbourne – 'Sherbourne House Lease 20 Dec 2021 signed'](#)

## SCHEDULE 3

### TRANSFERRING EMPLOYEES

List of employees - <Q:\Transition - Data Room\Material Issues\TUPE Lists – ‘Six Town Housing Establishment’>

<Q:\Transition - Data Room\Material Issues\Invs & Evidence Packs – Staff>

**SCHEDULE 4**  
**COUNCIL SERVICES**

**1. Supply of Council Services**

1.1 The Council shall supply the Council Services to Six Town from the Effective Date in accordance with this Schedule and for Six Town to properly continue its Registered Provider Role as set out and particularised in the Agreement.

1.2 In supplying the Council Services, the Council shall:

- (a) perform the Council Services with reasonable care and skill;
- (b) perform the Council Services as required to support and ensure delivery of those services described in Appendix 1;
- (c) ensure that all goods, materials, standards and techniques used in providing the Council Services are of satisfactory quality and are fit for purpose;
- (d) comply with:
  - (i) all applicable laws, statutes, regulations [and codes] from time to time in force; and
  - (ii) the Constitution and policies of the Council and the policies of Six Town subject to their compatibility with the former,

provided that the Council shall not be liable to SIX Town if, as a result of such compliance, it is in breach of any of its obligations to Six Town under this Schedule and/or the Agreement, and

- (e) take reasonable care of all Excluded Assets.

**2. Six Town's obligations**

2.1 The Six Town shall:

- (a) co-operate with the Council in all matters relating to the Council Services;
- (b) provide, for the Council, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, use and access to the Excluded Assets as required by the Council or any of them; and
- (c) provide, in a timely manner, such information as the Council may require, and ensure that it is accurate and complete in all material respects;

**3. Data protection**

The parties shall comply with the data protection obligations as set out in Appendix 2.



**4. Charges and payment**

4.1 The consideration for the provision of the Council Services is provided for in the Agreement.

**5. Variation.**

No variation of the Council Services shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **SCHEDULE 5**

### **LIABILITIES**

#### **Creditors**

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Creditors Report at 19.01.24’](#)

Note: some of this owed to Bury Council.

See ‘Creditors’ on [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Summary of Debtors, Creditors & Cash’](#)

#### **Claims against STH**

[Q:\Transition - Data Room\Material Issues\Court Cases – Customers](#)  
[Q:\Transition - Data Room\Material Issues\Insurance Claims – ‘Six Town Housing Spreadsheet’](#)

#### **Complaints**

[Q:\Transition - Data Room\Complaints Stage 1](#)  
[Q:\Transition - Data Room\Complaints Stage 2](#)  
[Q:\Transition - Data Room\Formal Complaints as at 08.01.2024 – Formal Complaints 2023-24](#)

#### **Compensation Payments**

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\2. Liabilities – ‘Compensation payments to customer Apr - Sep 2023’](#)

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\2. Liabilities – ‘Compensation payments to customers 19 Dec 2023 supplied by Carran O;Grady’](#)

#### **HRA Disrepair**

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\2. Liabilities\Claims HRA Disrepair STH](#)

#### **Fraud Reviews**

[Q:\Transition - Data Room\Material Issues\Fraud Reviews – ‘Potential Fraud document’](#)

## Appendix 1 Council Services

The Council shall supply the necessary and appropriate Council Services to support and ensure delivery of the service areas set out in Table 1. The Council Services may be subject to individual operational plans and/or procedures tailored to each service area upon or after the Effective Date.

**Table A**

<b>Housing Management Related Services</b>	
Neighbourhood Services to Tenants	Allocations
	Lettings
	Decanting
	Tenancy Management
	Tenant and Leasehold engagement and consultation
	Enforcement of tenancy conditions
	Anti-Social Behaviour (ASB)
	Case management & interventions
	Complaints Handling
	Evictions and court action
	Manage Housing Ombudsman Cases
	Facilities to manage diversity (language line, etc)
	Ensure Equalities and Diversity / Equalities Impact Assessments
	Safeguarding
Customer Support & Maintenance	Customer profile database
	Obtain customer feedback
R&M - Stock Maintenance	Day2Day, Out of Hours & Void Repairs
	Clearance of homes
	Environmental services (on housing land)
	Facilities Management
	Provision of Grounds Maintenance & Arboriculture service
	Caretaker services

	Provision of stores service
S&I - Capital Improvements	Maintain Asset Register
	Improvement Programme & Works
	Adaptations
	Demolition Orders
	Complete Stock condition surveys
	Maintain Asset Management Database
	Development of new affordable housing
	Secure DFA and Other Grant funding
	Disposal of homes
Health & Safety of Tenants & Residents	Annual Gas inspection & ongoing repairs
	Annual Electrical inspection & ongoing repairs
	Annual Lift inspection & ongoing repairs
	Annual Leigionella inspection & ongoing repairs
	Asbestos monitoring, inspection & maintenance
	Fire Risk Assessment & remedial works
	Damp, Mould & Condensation
	Community Safety
	Risk Assessments
Other Legal & regulatory requirements	Ensure compliance all relevant legislation
<b>Corporate Governance Related Services</b>	
ICT	Provide HMS, Website & ICT Infrastructure
	Data management & Records
Marketing	Website content, newsletters, marketing literature
Finance	Financial Strategy (FBP/Budget/TMS, etc)
	Treasury Services
	Management Accounts & Analysis
	Statutory Accounts

	Rent Setting & Collection
	Recovery of arrears and other charges
	Write offs / Bad debts
	Procurement (tendering & letting of contracts)
	Payments
	External Audit
Taxation	VAT
	Corporation Tax
Governance	Board/Management
	Company Secretary
	Maintain Framework & Controls
	Maintain Strategy, Policy & Procedures
	Monitor/Manage Risk
	Disaster Recovery & Business Interruption
	Internal Audit
	FOIs, SARs & GDPR compliance
Regulation	Support compliance with RSH Regulatory Standards
	Assets & Liabilities Register
	Reporting (NROSH, etc.)
	Annual Report
	Performance Monitoring & TSMs
	Monitor Key Performance Indicators (KPIs)
	Monitor Value for Money & Metrics
Insurance	Public liability and other insurance arrangements
	Liability claims management

## Appendix 2 Data Protection

1. In relation to any Personal Data provided or made available by either party to the other under this Agreement, each party shall comply with its obligations Data Protection Legislation when Processing such Personal Data. This includes complying with the Data Protection Principles and upholding the rights of Data Subjects under Data Protection Legislation.
2. Each Party shall ensure they have all necessary and appropriate legal bases required for the lawful Processing of Personal Data it Processes in connection with this Agreement (including any transfer of Personal Data to the other party).
3. Each party shall (at its own cost) provide the other party with such co-operation and assistance in relation to that other party's compliance with Data Protection Legislation as that other party reasonably requests.
4. Each party shall notify the other party immediately on becoming aware of any Personal Data Breach (however caused).
5. Nothing in this Agreement requires either party to disclose any information to the other Party or any third party if to do so would breach Data Protection Legislation.
6. If any part of this Agreement does not comply with Data Protection Legislation, Six Town may amend that part (to the minimum necessary to ensure such compliance) by giving Six Town at least 20 (twenty) Working Days' notice. The Parties agree that such an amendment shall not be regarded as a variation to this Agreement.
7. In the event where there is Processing of Personal Data, the parties agree to enter into a separate data processing agreement.