

THIS AGREEMENT MADE

BETWEEN:

(1) **North East Lincolnshire Clinical Commissioning Group**, Municipal Offices,
Town Hall Square, Grimsby DN31 1HU (the **CCG**); and

(2) (the **Landlord**)

The Landlord **WITNESSES** as follows:

Date of Agreement:

Commencement of Agreement:

End Date:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this clause and in this Agreement the following expressions shall bear the following meanings:

Accommodation Policy & Eligibility Criteria The policy and criteria to be agreed between the parties pursuant to clause 2.8.

Aggregate Charge The aggregate of the rent reserved and service charge payable under the terms of a Tenancy Agreement from time to time.

Agreement This agreement.

Assignment The transfer of a right from one person to another.

CCG's Officer The officer authorised by the CCG to act on its behalf under this Agreement.

Benefit Rent The maximum amount permissible by way of benefits or assistance payments with regard to a Nominee's occupation of a Dwelling, or (where a Dwelling is occupied by more than one Nominee) the aggregate of such amounts assuming that the Premises are granted exemption from rent restrictions.

Care Provider A care provider appointed by the CCG to provide Care Services.

Care Services The care and support services to be provided on behalf of the CCG for the benefit of a Tenant within the scheme.

Change in Law The coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any law or any amendment or variation to any law or any judgment of a relevant court of law which changes binding precedent in England & Wales in each case after the date of this Agreement.

Charge	Any charge, mortgage debenture or other security interests in or over the Premises and/or this Agreement.
Chargee	Any person with a fixed charge, debenture or mortgage over the Premises or any receiver (including a Law of Property Act receiver) or administrator acting on their behalf.
Commencement Date	The date hereof.
Data Protection Legislation	means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 2018, the General Data Protection Regulation 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time.
Dwellings	The accommodation the subject of, or intended to be the subject of, the Tenancy Agreements .
EIR	The Environmental Information Regulations 2004.
FOIA	The Freedom of Information Act 2000.
Grant	Any single or periodic payment, made or agreed by the CCG (which is separate to and made over and above any Benefit Rent paid) in relation to a Tenancy Agreement, in respect of services provided by the Landlord in relation to a Tenant's housing that the Landlord or any other competent authority recommends, such as Occupational Therapy, be provided to a Tenant and which is not provided for under the Benefit Rent.
Housing Application	Post nomination the Landlord will carry out its own eligibility assessment in the form of a housing application, which includes gaining references. The Landlord's assessment identifies the nature of suitable accommodation and related Landlord Service needs (where appropriate having regard to current occupants); it shall also (where the context so admits

or requires) include any modifications or variations which may be effected from time to time in accordance with the provisions of this Agreement or by written agreement between the Landlord the Nominee and the CCG or (after such Nominee has executed a Tenancy Agreement) the Tenant.

Indemnity Charge The Benefit Rent, service charge and all other sums which would have been payable to the Landlord pursuant to a Tenancy Agreement during the relevant period had a Tenancy Agreement been in place during the relevant period.

Initial Period In respect of each Dwelling the period between the Start Date and the date when that Dwelling is first subject to a Tenancy Agreement.

Landlord Services The housing related support (elements of care support and supervision services) provided by the Landlord to a Tenant, as agreed by the CCG and from time to time amended, which along with the Care Services assists the Tenant in maintaining the Tenancy Agreement and independent living within the supported living model.

Necessary Consents All necessary planning permissions, consents, licences, certificates, authorisations, building regulation approvals and relaxations which may be required from any local or other competent authority or statutory undertaker or under any requirement of a competent authority in each case for the carrying out of any works or the use of the Premises for the purposes permitted by the Tenancy Agreement.

Nominee A suitable applicant (having met the requirements of the Care Act 2014 assessment and the Housing Application) who has been nominated by the CCG.

The process of suggestion and acceptance of such a person pursuant to this Agreement shall be referred to herein as a **Nomination**.

Notice A formal announcement or notification relating to this Agreement to be provided in accordance with clause 20 of this Agreement.

Premises	Convamore Road Apartments
Start Date	The service commencement date when the initial lets will be ready for occupation. This is a date that the Landlord and the CCG agree circa 2-4 weeks following practical completion of the development; the Landlord will notify the CCG of the date when the first Dwelling is available for occupation by a Nominee.
Support and Care Contract	A contract entered into with the Care Provider and the CCG to provide care and support to the tenants within Convamore Road Apartments as per their Commissioned care and support plan.
Support and Care Services	Services to be provided under a Support and Care Contract.
Tenancy Agreement	The occupational agreement of a Dwelling or part thereof to be granted by the Landlord to a Tenant in accordance with this Agreement for example an Assured Shorthold Tenancy.
Tenancy Commencement Date	The date of commencement of each Tenancy Agreement (in the absence of agreement between the parties to the contrary, this will be the date upon which a Tenant takes occupation of a Dwelling).
Tenancy Period	The period commencing from the Tenancy Commencement Date and expiring on the Tenancy Termination Date.
Tenancy Termination Date	The date on which a Tenancy Agreement is ended whether by notice, effluxion of time, court order or surrender.
Tenant	A Nominee who has entered into a Tenancy Agreement with the Landlord following nomination.
Term	The period beginning on the Commencement Date and expiring on the date which is 20 years after the Start Date unless terminated earlier pursuant to the provisions of clause 12.
Waiver	The voluntary relinquishment or surrender of a right.

Working Day

A day on or between Monday and Friday upon which dealing banks in the City of London are open for normal business.

1.2 Interpretation

- 1.2.1 Any obligation in this Agreement not to do an act or thing includes an obligation not to suffer such an act or thing to be done and to use reasonable endeavours to prevent such acts or things being done by another person.
- 1.2.2 Any reference to a statute or order in this Agreement includes any statutory extension or modification or re-enactment of such statute or order any regulations or orders made thereunder.
- 1.2.3 Clause headings in the front cover and contents section of this Agreement do not form part of this Agreement and shall not be taken into account in the construction or interpretation of this Agreement.
- 1.2.4 Reference in this Agreement to any clause without further designation is a reference to the clause of to this Agreement so numbered.
- 1.2.5 References in this Agreement to the parties means together the Landlord and the CCG, and references to party means either one of them, as the case may be.
- 1.2.6 Reference in this Agreement to the CCG includes any successors and/or assignees.
- 1.2.7 Reference in this Agreement to the Landlord includes any successor or successors, except a Chargee.
- 1.2.8 Reference to the Premises and/or the Dwellings means any part or parts thereof.
- 1.2.9 Reference to the singular includes the plural and vice versa and reference to the masculine includes the feminine and neuter and vice versa.
- 1.2.10 The Annexures to this Agreement form part of this Agreement and will have full force and effect as though expressly set out in the body of this Agreement and in the event of any inconsistency between any annexure and the body of this Agreement the body of this Agreement shall prevail.

1.2.11 In the event of any inconsistency between this Agreement and the terms of any Tenancy Agreement entered into hereunder, the terms of such Tenancy Agreement shall prevail to the extent of any inconsistency.

2. GENERAL

2.1 This Agreement is based on a supported living model whereby the Care Provider's domiciliary care and support services and the Landlord Services are provided under separate contracts delivered in partnership to people assessed by the CCG or its nominated lead as being in need of such services. This Agreement addresses the provision of housing services only and is not intended to contract for or regulate the Care Services. The parties expect that the Landlord and Care Provider will co-operate and co-ordinate the provision of Landlord Services and the Care Services using their best endeavours to ensure the delivery of seamless support to Tenants in accordance with Annexure 1: Management Service Level Agreement.

2.2 The terms of this Agreement shall continue, and shall bind the parties, throughout the Term, except to the extent that the same shall be terminated pursuant to clause 12.

2.3 The terms of this Agreement and all information supplied under it to either party shall be confidential between the parties and shall not be disclosed to any other person except as agreed in writing between the parties or as required by any statute, bye-law regulation, common law or court order. The parties shall at all times comply with the Data Protection Legislation and any information which is obtained about any Nominee or Tenant shall not (except in the case of emergency in order to prevent immediate risk of serious harm to a Nominee or a Tenant) be divulged to any third party without the express consent of the Nominee or Tenant, in pursuance of a court order or otherwise in accordance with the Data Protection Legislation. For the purposes of this clause 2.3 the Landlord shall conduct itself under the terms of this Agreement as if it was a public authority subject to the requirements of the Human Rights Act 1998.

2.4 The parties will actively seek to ensure that in carrying out their respective obligations under this Agreement each person is treated fairly and with respect, and that no person is treated less favourably than any other person by reason of their age, disability, HIV status, illness, race, racial origin, religion, sex or sexual preference.

- 2.5 The Landlord recognises that its Tenants may be vulnerable and will use reasonable endeavours to ensure that all staff employed by the Landlord in relation to this Agreement will be fully and appropriately qualified and trained to carry out their duties, and that they will be made fully aware of and be expected to abide by the principles of confidentiality and equal opportunity outlined in clauses 2.3 and 2.4.
- 2.6 Subject to the confidentiality policy in clause 2.3, in fulfilling their obligations under this Agreement the CCG and the Landlord will consult with such other individuals and organisations as they shall reasonably deem appropriate to ensure that the needs of Nominees and Tenants are met and that the terms of this Agreement are fulfilled in the most efficient manner possible.
- 2.7 Upon the expiry or sooner determination of the Term, the parties' obligations hereunder, and the Landlord's obligations to the Tenants and the Nominees either under the terms of this Agreement or of any Tenancy Agreement, shall in each case cease and determine absolutely, but without prejudice to the rights of either party or any Nominee or Tenant in respect of any antecedent breach.
- 2.8 The parties shall discuss and agree the terms of the Accommodation Policy & Eligibility Criteria, which shall outline the requirements of a suitable applicant for a Nomination. The parties shall co-operate in a timely manner and in good faith to agree such Accommodation Policy & Eligibility Criteria as soon as reasonably practicable following the Commencement Date.

3. THE LANDLORD'S OBLIGATIONS

The Landlord shall with effect from each Tenancy Commencement Date:

- 3.1 Provide or procure the provision of the Landlord Services at the Dwellings at all times in accordance with:
- 3.1.1 the terms and conditions of this Agreement; and
 - 3.1.2 the terms and conditions of all requisite consents and any relevant law.
- 3.2 Perform the Landlord Services with all due skill and care.
- 3.3 Comply with its obligations in the Tenancy Agreements.

4. THE CCG'S OBLIGATIONS

The CCG shall:

- 4.1 Provide the Nominees to the Landlord pursuant to the provisions of this Agreement.
- 4.2 Enter into as soon as practicable (and no later than each Tenancy Commencement Date) an appropriate Support and Care Contract with a suitable Care Provider for the provision of the Support and Care Services and to thereafter comply with its obligations in the Support and Care Contract and procure compliance by the said Care Provider or to itself provide the Support and Care Services.
- 4.3 Otherwise comply with its obligations in this Agreement.

5. NOMINATIONS

- 5.1 In any case where following an initial assessment of need by the CCG or the CCG's nominated lead, the CCG has identified a person as being in need of accommodation which it would be appropriate to provide under the terms of this Agreement, the CCG:
 - 5.1.1 May if the person wishes, arrange for him or her (together with any other individual representing that person) to view a Dwelling. The Landlord shall co-operate with any such viewing to the extent that it is necessary to facilitate the same.
 - 5.1.2 Shall, if the person concerned indicates the Dwelling is acceptable, notify the Landlord that it wishes to nominate that person to the Landlord for the provision of accommodation pursuant to this Agreement and shall at that time provide the Landlord with appropriate information regarding the person, including details of the Care Services anticipated to be provided to the Nominee in order that the Landlord can fully assess their housing needs.
- 5.2 Following the receipt of notification from the CCG and accompanying information, the Landlord shall carry out the Housing Application (having regard to the said information) as soon as reasonably practicable, and in any event within 20 Working Days of receipt of the said notification, shall notify the CCG whether or not it wishes to accept the Nomination and the form of Tenancy Agreement that the Landlord will offer, and if the Landlord wishes to reject the Nomination it shall give the reasons for doing so.
- 5.3 If the Landlord shall accept the Nomination and the Nominee (or the Nominee's representative if appropriate) wishes to accept the offered

accommodation then the Housing Application should be completed and signed within 10 Working Days of the Nominee's (or the Nominee's representative if appropriate) inspection of the Dwelling or the plans for the Dwelling if the Dwelling is yet to be constructed.

5.4 Upon completion of the Housing Application the Landlord shall:

5.4.1 Prepare a Tenancy Agreement in respect of the relevant Dwelling no later than 20 Working Days prior to the proposed date of the Tenancy and use such means as it deems appropriate to advise the Nominee of his rights and responsibilities under the Tenancy Agreement and his right to take independent advice regarding the same.

5.4.2 Procure the carrying out of any internal redecoration identified by the Landlord as being necessary (and wherever practicable in such style as the Nominee reasonably requests and provided that the same can be achieved within the Landlord's funding) in a good and workmanlike manner.

PROVIDED THAT the Landlord shall not carry out those obligations referred to in clause 5.4 in the event that, before doing so, it receives notification that a Nomination has been or is likely to be withdrawn or if the CCG has not complied with the terms of clause 5.6.

On completion of the Landlord's obligations contained in clause 5.4 and the CCG's obligations contained in clause 5.6, the Landlord shall enter into a Tenancy Agreement with the Tenant.

5.5 If the CCG shall nominate more than one person (and after having carried out their assessment of needs conclude that their needs are best served by accommodation under a Tenancy Agreement) and request that they be accommodated together, the provisions of clauses 5.1 to 5.4 (inclusive) shall apply to each Nominee individually subject to the following:

5.5.1 The Landlord's receipt of the Housing Application and such other information as may reasonably be requested by the Landlord, and which shall together satisfy the Landlord (acting reasonably) that the Nominee wishes to live with the other Nominees.

5.5.2 If the Landlord is satisfied that the Nominees wish to be accommodated together the following terms of this Agreement shall apply to those Nominees as if they were one Tenant and all references in this Agreement shall be construed accordingly unless the context shall otherwise require.

- 5.5.3 If it appears that one or more of the Nominees do not wish to be accommodated together the Landlord shall notify the CCG and the Nomination shall be deemed to be withdrawn in relation to that or those Nominees.
- 5.6 On receipt of notification from the Landlord that the Nominee has signed the Housing Application pursuant to clause 5.3, the CCG, the Tenant and the Landlord shall liaise in order to agree the care plan with the Care Provider (unless the Tenant self-funds their care). Once the identity of the Care Provider is agreed (whether or not that provider is agreed to be the CCG's area Care Provider) the CCG shall ensure that a binding legal commitment with the Care Provider (to ensure the provision of Care Services to the Tenant from the Tenancy Commencement Date until the Tenancy Termination Date or subject to assessed care needs changing) is entered into in the form of the Support and Care Contract and the CCG will ensure that the Support and Care Contract includes suitable provisions in relation to its co-ordination with the Landlord Services in respect of the delivery of the respective range of services under each contract. The Landlord will enter into a management service level agreement with respect to the delivery of the respective range of services under this contract, in the form agreed as detailed at Annexure 1: Management Service Level Agreement.
- 5.7 The CCG will withdraw a Nomination prior to execution of a Tenancy Agreement when:
- 5.7.1 The Nominee (or where more than one Nominee is to be accommodated together, one or more of them) indicates to the CCG that they no longer wish the Landlord to find accommodation for them; or
- 5.7.2 The Nominee's personal circumstances change materially, making the Housing Application inappropriate (as deemed by the CCG) in the light of the change in circumstances; or
- 5.7.3 The Nominee dies; or
- 5.7.4 The CCG considers it appropriate to do so for any other reason connected with the welfare of the Nominee; or
- 5.7.5 The Landlord notifies the CCG that the Nominee has refused to execute the Tenancy Agreement unless and until works or redecorations beyond those agreed by the Landlord pursuant to clause 5.4 are carried out.

5.8 Upon the withdrawal of a Nomination the Landlord's obligations with regard to the Nominee the subject thereof shall immediately cease and determine.

6. THE TENANCY PERIOD – THE LANDLORD'S OBLIGATIONS

The Landlord will let the Dwellings to the Tenant under the terms of the Tenancy Agreement and will comply with its obligations thereunder and in particular will provide the following services and adopt the following quality standards during the Tenancy Period:

6.1 Subject to the review provisions in clause 6.2 the Aggregate Charge at the date hereof for each Tenancy shall be no greater than the Benefit Rent at the date hereof.

6.2 Unless and until the same is permitted under prevailing legislation governing tenancies of the kind of the Tenancy Agreements (and then only to the extent permitted by such legislation) the Landlord may not increase the Aggregate Charge more frequently than once in any twelve month period (save for the first review which will be effected on the first Monday of the following April after the date of this Agreement) with each review taking place on the first Monday in each April of the Term in accordance with relevant legislation. A rent increase to reflect the cost or expense to the Landlord (apportioned over such period as the Landlord shall deem appropriate having regard to the residue then unexpired of the Term) or carrying out any necessary works to the Dwellings.

6.3 If the Tenant's payment of rent and service charge is in arrears at any time and the Landlord owes any money to the Tenant, the Landlord shall be entitled to credit that money to the Landlord's account to discharge those arrears.

6.4 The Landlord will provide the Tenant with the Landlord Services and will so far as practicable provide the Tenant with advice and assistance in relation to any claim which the Tenant may be entitled to make against any public body in respect of housing benefit or other property related benefits.

6.5 The Landlord will promptly pay and discharge all payments due to the Chargee under the terms of any Charge.

6.6 Not used.

6.7 The Landlord will on an annual basis carry out an internal audit of its performance under the terms of this Agreement, and will also carry out a re-appraisal of each Tenant's current housing needs and Support and Care

Services, and identify any circumstances or factors not identified in the Housing Application. In the event that such audit shall identify shortcomings in the Landlord's performance, the Landlord shall notify the CCG of such shortcomings and its proposals to address the same, and shall forthwith implement any necessary actions or procedures.

6.8 The Landlord will:

6.8.1 Maintain employer's liability and public liability insurance in respect of all activities carried out by or on its behalf pursuant to this Agreement maintained at the insurance cover outlined at clause 9 of this Agreement.

6.8.2 Indemnify and keep indemnified the CCG against all losses and claims arising out of any death or in respect of any injury, economic loss or damage to any person or property whatsoever which may arise out of or in consequence of the Landlord's performance or non-performance of this Agreement where liability and negligence on the part of the Landlord can be proved, PROVIDED ALWAYS that the Landlord shall be under no liability to indemnify the CCG in respect of any claim of whatever nature arising out of any act, default or negligence on the part of the CCG or the Care Provider or their respective servants/ agents.

6.8.3 Insure the Premises and the Landlord's furniture, fixtures and fittings therein for their full reinstatement value from time to time against all usual risks covered by a comprehensive residential Landlord's policy and upon every reasonable request to provide the CCG with a full and proper copy of such policy and the most recent premium receipt therefor.

7. THE TENANCY PERIOD – THE CCG 'S OBLIGATIONS

7.1 The CCG will ensure that a Support and Care Contract with a Care Provider has been entered into with reference to the care to be provided to the Tenants and ensure the provision of Care Services to each Tenant who meets the eligibility criteria of the Accommodation Policy & Eligibility Criteria throughout the Tenancy Period. For the avoidance of doubt, the provision of care by the CCG does not apply to self-funded Tenants.

7.2 Should a different Care Provider be employed during the Tenancy Period the CCG shall ensure that the Landlord is informed of any such change.

7.3 Subject to and in compliance with the provisions of the Data Protection Legislation and its confidentiality obligations under this Agreement the CCG

will notify the Landlord of any change in the Tenant's circumstances which come to the CCG's knowledge, and which may be relevant to the provisions of this Agreement or the Tenancy Agreement. If the Landlord suffers loss of whatever nature as a result of the CCG failing to disclose any such information to the Landlord, the CCG shall within 20 Working Days indemnify the Landlord against the full amount of such loss.

- 7.4 The Tenant shall be responsible for the payment of the Aggregate Charge to the Landlord and shall be required to abide by the terms of the Tenancy Agreement.
- 7.5 The CCG, to the extent that it is legally capable of so doing and not so as to fetter its discretion in any other capacity, shall give due consideration to and shall use all reasonable endeavours to support and progress any applications for Grant and any other grant applications submitted by the Tenant or the Landlord (whether or not the CCG is the awarding body) during the Term in connection with any service provided by the Landlord hereunder or in relation to the Premises generally.

8. DESTRUCTION OF THE DWELLINGS

- 8.1 Where a Dwelling is destroyed or rendered unfit for safe occupation by a Tenant, the Landlord and the CCG shall cooperate to:
- 8.1.1 use all reasonable endeavours to identify alternative premises for the Tenant; and
- 8.1.2 apply any insurance money received in respect of the Dwelling (other than for loss of rents) to the repair or rebuilding of the Dwelling.
- 8.2 In the event of a dispute between the CCG and the Landlord as to the operation of this clause the provisions of clause 10 shall apply.

9. INSURANCE

- 9.1 The Landlord shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- 9.1.1 public liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims;

- 9.1.2 employer's liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims; and
- 9.1.3 professional indemnity insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the provision of the Landlord Services hold and maintain appropriate cover,

("the Required Insurances") in respect of all risks which may be incurred by the Landlord, arising out of the Landlord's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Landlord.

- 9.2 The Landlord shall give the CCG, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.3 If, for whatever reason, the Landlord fails to give effect to and maintain the Required Insurances, the CCG may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Landlord.
- 9.4 The terms of any insurance or the amount of cover shall not relieve the Landlord of any liabilities under this agreement.

10. DISPUTES

In the event of either of the parties regarding the other of being in breach of the obligations on its part contained in this Agreement, it shall notify the other party of the nature of such alleged breach and its suggestion for the necessary action to be taken to remedy the same, together with a reasonable period in which it expects the same to be remedied. In the event that the same shall not be remedied within such period, or that the nature or extent of such breach shall be denied or the subject of a dispute, then the following provisions of this clause 11 shall apply.

- 10.1 Either party may serve a written notice on the other, setting out the grounds of dispute and proposing terms of settlement to which the other party shall respond to in writing within 10 Working Days (or longer by agreement) either

accepting the proposed settlement terms or notifying that the matter is to proceed according to clause 10.2.

- 10.2 If the settlement terms are not acceptable the parties shall arrange to meet to discuss a resolution of the dispute, such meeting to be held within 15 Working Days (or longer by agreement) of the notification of the rejection of the settlement terms.
- 10.3 If the parties are still unable to resolve the dispute following the meeting or if the meeting does not take place, the dispute shall be referred to arbitration by a single arbitrator to be agreed upon by the Landlord and the CCG or failing agreement to be appointed on the application of the Landlord or the CCG to the President or next most senior available officer for the time being of the Chartered Institute of Housing pursuant to and in accordance with the Arbitration Act 1996, the costs of such appointment to be paid equally by the parties unless otherwise determined by the arbitrator and the decision of such arbitrator to be final and binding on the parties.
- 10.4 For the avoidance of doubt the time limits referred to in this clause 10 shall not be capable of being referred to determination pursuant to clause 10.3.

11. TERMINATION OF THIS AGREEMENT

- 11.1 Subject to the provisions of clause 13, upon the expiry of 15 Working Days immediately following:

11.1.1 Any of the events referred to in clauses 11.2.2 or 11.2.3 or 11.2.13 or;

11.1.2 The CCG serving notice upon the Landlord of its intention to terminate this Agreement after the occurrence of any of the events referred to in clauses 11.2.5 to 11.2.12 (inclusive) or (where the payment due is not from, or the breach has not been caused by, the CCG) referred to in clause 11.2.1 or 11.2.4 or;

11.1.3 The Landlord serving notice upon the CCG of its intention to terminate this Agreement after the occurrence of any of the events referred to in clauses 11.2.1 to 11.2.4 (where, in the event of the occurrence of the matters referred to in clauses 11.2.1 to 11.2.4, the payment due is not from, or the breach has not been caused by, the Landlord) or following a review of the Agreement in accordance with clause 12,

this Agreement shall immediately cease and determine absolutely.

- 11.2 The events referred to in clause 11.1 are as follows:

- 11.2.1 Any payment due under the terms of this Agreement being outstanding for 2 calendar months after becoming due
- 11.2.2 Either party being formally dissolved or ceasing operation or seeking to transfer the benefit of and obligations under this Agreement to a third party other than a statutory successor (except for the purposes of amalgamation or reconstruction).
- 11.2.3 The CCG no longer having the legal power to perform its obligations under this Agreement.
- 11.2.4 A material breach by either party of any of the provisions of this Agreement.
- 11.2.5 The Landlord being insolvent (meaning any of the following):
- a) It is deemed unable to pay its debts as defined in the insolvency Act 1986 Section 123 (the 1986 Act).
 - b) A proposal is made for a voluntary arrangement under Part 1 of the 1986 Act.
 - c) An administrative application, administration order or interim order (as each of those terms is defined in the Insolvency Act 1986, as amended by the Enterprise Act 2002, the 'Act') is made in relation to the Landlord.
 - d) Written notice of intention to appoint an administrator to the Landlord is given by any of the persons entitled under the Act to give such notice.
 - e) An administrator is appointed to the Landlord by any of the persons entitled under the Act to make such appointment.
 - f) A receiver administrative receiver or manager is appointed.
 - g) It goes into liquidation as defined in Section 247(2) of the 1986 Act (other than a voluntary winding up solely for the amalgamation or reconstruction of a solvent company).
 - h) A provisional liquidator is appointed under Section 135 of the 1986 Act.

- i) A proposal is made for a scheme of arrangement under the Companies Act 1985 Section 425.
- 11.2.6 The Landlord is convicted of a criminal offence in relation to the Tenant or the Premises.
- 11.2.7 An employee of the Landlord is convicted of a criminal offence in relation to a Tenant or the Premises and in the reasonable opinion of the CCG the Landlord had taken no steps or insufficient steps to reduce or prevent the risk of the employee committing such offence.
- 11.2.8 The Landlord is served with a notice under any housing or environmental protection legislation or any other such enactment in relation to the fitness and condition of a Dwelling and takes no steps to remedy the condition of the Dwelling in response to the same or to appeal such notice, in each case within a reasonable period of time.
- 11.2.9 A Tenant brings a successful claim against the Landlord in respect of the repair or condition of a Dwelling and the Landlord takes no steps to remedy the condition of the Dwelling within a reasonable period of time thereafter with an appropriate use of service charge.
- 11.2.10 The Landlord fails within a reasonable period of time to remedy its persistent or material default under the provisions of the Tenancy Agreement as either agreed for remedy by the Landlord or alternatively imposed as an outcome of the disputes arbitration procedure.
- 11.2.11 Any Chargee exercising a power of sale over the Premises or otherwise taking possession or control of the Premises.
- 11.2.12 All of the Leases being terminated for any reason.
- 11.2.13 Subject to the receipt of any deed of covenant pursuant to clause 21.3, the Landlord ceasing to have a sufficient interest in the Premises to be capable of continuing to perform its obligations under this Agreement.
- 11.3 If the Landlord or the CCG serves notice under clause 11.1 then the provisions of clause 11.4 below shall be deemed to apply to any Tenancy Agreements subsisting at the time any such notice is served.
- 11.4 Where the Tenant or Tenants occupy the Premises concerned at the time when a notice is served under clause 11.3 above then in each case the

Landlord may at its own expense serve such notices and take such proceedings, in each case as shall be necessary to terminate each Tenancy Agreement then subsisting (on the grounds of suitable alternative accommodation being available to the Tenant) when, and only when, the CCG has made available (to each Tenant) premises with support services of a standard which achieves at least the minimum standard of support services prescribed by the Support and Care Contract **PROVIDED ALWAYS THAT** where termination of this Agreement is not occasioned through any act breach or default on the Landlord's part, the CCG will be responsible for the Landlord's costs associated with recovery of the premises.

12. REVIEW

12.1 The Landlord and CCG agree to meet to review the terms of this Agreement annually in the first two years of this Agreement and every three years thereafter.

13. CHARGEЕ PROTECTION

13.1 The CCG will retain the nomination rights contained in this Agreement in respect of the Dwellings in perpetuity and notwithstanding any sale or transfer to another provider of supported living housing the nomination rights shall be retained by the CCG **EXCEPT THAT** in the event of any Chargee lawfully exercising a power of sale granted to it under any mortgage or charge or debenture created by the Landlord in respect of any Dwellings (or part thereof) the terms of this Agreement shall cease to have effect in relation to the said Dwellings (or part thereof) and the terms of this Agreement shall not be binding or enforceable against any such Chargee **EXCEPT THAT** the CCG will retain the nomination rights as set out in this Agreement in the event of a disposal of the Dwellings (or part thereof) or any Dwelling (as the case may be) to another provider of supported living housing.

14. VAT AND INTEREST ON ARREARS

14.1 All sums payable under this Agreement shall be deemed to be exclusive of Value Added Tax (VAT), and where either party shall be required to pay or indemnify the other against any sum, such payment or indemnity shall be deemed to include an obligation to pay or indemnify such party against any VAT in addition.

14.2 All sums payable under this Agreement which are due and unpaid for a period of 1 calendar month (unless there is a dispute with the invoice) shall carry interest thereon at the rate of 4 per centum per annum above the base lending rate for the time being of Lloyds Bank plc from the date the same fell due to

the date of payment (both before and after judgement) and the parties agree that any obligation to make payments hereunder shall be deemed to be an obligation to pay interest as aforesaid in addition.

15. WAIVER

15.1 No term or provision of this Agreement shall be considered as waived by either of the parties unless a waiver is given in writing by that party.

15.2 No waiver under clause 14.1 shall be a waiver of a past or future default or breach, or shall amend, delete or add to the terms, conditions or provisions of the Agreement unless (and then only to the extent) expressly stated in that waiver.

16. SEVERABILITY

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of the Agreement.

17. GOVERNING LAW

The Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts to England and Wales.

18. FORCE MAJEURE

18.1 For the purposes of the Agreement, Force Majeure Events shall be the following:

18.1.1 Circumstances of war, civil war, civil disorder, civil disturbance, hostility (whether declared or undeclared), invasions, armed conflict or act of foreign enemy, rebellion, revolution, riot or insurrection or terrorism within and affecting the United Kingdom;

18.1.2 Nuclear, chemical or biological contamination of the Premises.

18.2 Each party shall be relieved from liability to the extent that by reason of the occurrence of a Force Majeure Event, it is unable to perform its obligations pursuant to this Agreement.

18.3 The party affected by a Force Majeure Event shall give notice to the other party no more than 10 Working Days after the affected party becomes or

should reasonably have become aware of the occurrence of a Force Majeure Event, giving details of the circumstances constituting the Force Majeure Event and the likely duration of those circumstances. Each party shall also notify the other of any events of which it is aware which may reasonably be expected, with the passing of time or otherwise, to become Force Majeure Events.

- 18.4 A party affected by a Force Majeure Event shall use all reasonable endeavours to continue to perform its obligations pursuant to this Agreement and to resume full performance thereof as soon as possible.

19. NOTICES

Except as otherwise stated, all notices or other communications required in connection with this Agreement shall be in writing and sent by hand, or by first class pre-paid post, to the relevant address referred to in this Agreement (or notified to either party by the other hereafter by not less than 5 Working Days prior notice): The deemed receipt days are as follows:

- 19.1 A letter to be delivered by hand shall be effective when it is delivered to the addressee;
- 19.2 A letter sent by first class pre-paid post shall be deemed received on the 2nd Working Day after it is put in the post;
- 19.3 A notice or other communication received on a day which is not a Working Day or after 5pm on any Working Day shall be deemed to be received on the next following Working Day.

20. CORRUPT GIFTS

The Landlord shall not and shall procure that its agents, contractors or sub-contractors or the employees of them or anyone acting on their behalf shall not:

- 20.1 offer or give or agree, to any person employed by or on behalf of the CCG or any other public body, any gift or consideration of any kind as an inducement or reward for doing or having done or not doing any act in relation to the obtaining or execution of the Agreement or for showing or for not showing favour or disfavour to any person in relation to this Agreement

AND PROVIDED FURTHER THAT nothing contained in clause 20 shall prevent the Landlord or any of its agents, contractors or sub-contractors from

paying any proper commission or bonus to its employees within their agreed terms of employment.

21. ASSIGNMENT

- 21.1 The CCG shall not be entitled to assign or sub-contract any of its rights or obligations under this Agreement except to a successor organisation to the CCG.
- 21.2 The Landlord will not assign novate or sub-contract the benefit of this Agreement or any of its rights or obligations under this Agreement to a third party without the prior consent of the CCG; such consent is not to be unreasonably withheld or delayed.
- 21.3 Subject to clause 13 above and notwithstanding clause 20.2 above, the Landlord shall be entitled to charge this Agreement (whether or not by assignment at any time) to a lender and in the event of the lender exercising its power of sale under or otherwise enforcing its rights under such charge or any related security agreements such lender shall be entitled to assign the benefit of this Agreement to an assignee at any time provided that the assignee enters into a direct and legally binding and enforceable covenant in favour of the CCG contained in a deed to observe and perform all the obligations of the Landlord under this Agreement in a form agreed with the CCG (both parties acting reasonably).

22. VARIATION

No variation to this Agreement shall be effective unless given in writing and signed by the Head of Customer Operations or Business Development or other duly authorised officer of each of the Parties, as otherwise notified.

23. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the stated Act.

24. DATA PROTECTION

The parties and the Care Provider will enter into the Data Sharing Agreement.

25. CONFIDENTIALITY

- 25.1 For the purposes of this clause 25, "**Confidential Information**" means all information disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party (the "**Disclosing Party**") to another party (the "**Receiving Party**") whether before or after the date of this Agreement including, without limitation, any information relating to the Disclosing Party's properties, operations, processes, plans or intentions, know-how, design rights, trade secrets, market opportunities and business affairs.
- 25.2 During the Term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever the Receiving Party shall:
- 25.2.1 keep the Confidential Information confidential;
- 25.2.2 not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with clauses 26.2.2;
- 25.2.3 not use the Confidential Information for any purpose other than the proper performance of its obligations under this Agreement and on a need to know basis with regard to protecting the confidentiality of the Confidential Information; and
- 25.2.4 disclose Confidential Information to its employees, lenders or professional advisers or, where lawfully required to do so public authorities (including but not limited to HM Revenue and Customs) (the "**Recipients**") but only to the extent that it is necessary for the purposes of this Agreement.
- 25.3 The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 25.4 The obligations contained in clause 24.2 shall not apply to any Confidential Information which and to the extent only:
- 25.4.1 is at the date of this Agreement in or, at any time after the date of this Agreement, comes into, the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
- 25.4.2 can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

25.4.3 subsequently comes lawfully into the possession of the Receiving Party from a third party without an obligation of confidentiality.

25.4.4 to the extent required by law or by a court or other tribunal of competent jurisdiction and the Landlord shall give the CCG reasonable assistance to comply with its obligations under the FOIA.

25.5 Nothing in this clause 25 shall prevent:

25.5.1 The CCG disclosing any Confidential Information obtained from the Landlord to any department, office or agency of the Crown or other regulatory body to whom regulatory returns are to be made by the CCG and/or to any person engaged by the CCG in connection with this Agreement;

25.5.2 The CCG or the Landlord disclosing any Confidential Information to their respective advisers (provided that the party concerned imposes like obligations, once necessary changes have been made, on those who receive such Confidential Information).

26. FREEDOM OF INFORMATION

26.1 The Landlord acknowledges that the CCG is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the CCG to enable the CCG to comply with these information disclosure requirements.

26.2 The Landlord shall:

26.2.1 transfer any request for information to the CCG as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;

26.2.2 provide the CCG with a copy of all information in its possession or power in the form that the CCG requires within five Working Days (or such other period as the CCG may reasonably specify) of the CCG requesting that information; and

26.2.3 provide all necessary assistance as reasonably requested by the CCG to enable the CCG 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 EIR.

26.3 The CCG shall be responsible for determining at its absolute discretion whether the information:

26.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;

26.3.2 is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the CCG.

26.4 In no event shall the Landlord respond directly to a request for information unless expressly authorised to do so by the CCG.

26.5 The Landlord acknowledges that the CCG may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (the "Code") on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose information:

26.5.1 without consulting with the Landlord; or

26.5.2 following consultation with the Landlord and having taken its views into account,

27. COST AND EXPENSES

Each Party shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, execution and completion of this Agreement.

28. ENTIRE AGREEMENT

Except where expressly provided otherwise in this Agreement, this Agreement constitutes the entire Agreement between the parties in connection with its subject matter and supersedes any prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement.

29. CHANGE IN LAW

29.1 Both parties shall take all steps necessary to ensure compliance with the terms of this Agreement following any Change in Law.

29.2 On the occurrence of any Change in Law which was not foreseeable at the date of this Agreement:

29.2.1 Either party may give notice to the other of the occurrence of the Change in Law;

29.2.2 The parties shall meet within 10 Working Days of the notice in clause 29.2.1 to consult and seek to agree whether a Change in Law has occurred and of the effect such change has on the obligations of the parties under this Agreement. If no agreement can be reached within 10 Working Days, then the dispute shall be referred for determination in accordance with clause 10.

29.3 Both parties shall, without prejudice to its general obligation to comply with the terms of this Agreement:

29.3.1 Use all reasonable endeavours to mitigate the adverse effects of any Change of Law and take all reasonable steps to minimise any increase in costs arising from such Change in Law; and

29.3.2 Use all reasonable endeavours to take advantage of any positive or beneficial effects of any Change of Law and take all reasonable steps to maximise any reductions in costs arising from such Change in Law.

In witness whereof the CCG has duly executed this Deed and the Landlord has executed this document as a Deed on the day and year first before written.

Annexure 1: Management Service Level Agreement

Joint Working Service Level Agreement for delivering Services within Housing with Care Schemes

1. Definitions

The following terms shall have the following meanings in this SLA:

- 1.1 SLA – this service level agreement detailing working practices and positive partnership approaches between the parties to this SLA.
- 1.2 HWC (Housing with Care) – housing with care which allows you to live independently but with care and support provided when you need it.
- 1.3 Fair – decisions made which are free from bias, dishonesty or injustice.
- 1.4 Equitable – ensuring the fair distribution of resources between the parties.
- 1.5 Transparent – an open and honest dialogue is held between the parties.
- 1.6 Consistent – over time views and actions are adhering to the same principles and are not contradictory.

2. Introduction

- 2.1 The purpose of this SLA is to agree working arrangements, which supports effective joint working between Housing with Care teams and on-site registered care and support providers with the overall aim of creating safe, balanced, sustainable and vibrant communities.
- 2.2 ***This SLA is not intended to form part of the contractual requirements or be legally binding*** but will be signed by representatives of both parties, to indicate a commitment to partnership working.

3. Aims and Objectives of the SLA

- 3.1 To provide clarity of roles and responsibilities of each partner, which defines the agreed working arrangements both in and out of working hours, to ensure that the aims of the scheme are delivered and that decisions made are Fair, Equitable, Transparent and Consistent.
- 3.2 To be mindful of the principle that the scheme should remain balanced in terms of need as far as practicable, providing a community mix that promotes independence and wellbeing, equality and diversity.
- 3.3 To strengthen partnership working to provide a seamless service to the tenant.

- 3.4 Facilitate effective lines of communication, so that the landlord, care and support provider, and other potential businesses operating at the premises can fulfil their roles and responsibilities.
- 3.5 Working together through regular meetings to discuss tenant issues, including concerns relating to repairs i.e. hoarding and equipment failure.
- 3.6 Collaboration in meeting the requirements of the scheme's contingency and fire action plans.
- 3.7 To promote and support any local partnerships which may be developed for individual schemes for the benefit of customers.
- 3.8 To ensure that nominations to the service are well managed and carefully monitored, so that void times are handled efficiently and effectively.

4. **Partners**

The key partners involved in the provision of services in Housing with Care are;

- 4.1 **"Housing Provider"** (also referred to in this SLA as the 'landlord'):
 - 4.1.1 The Housing Provider is the landlord of the property. The scheme will be led by a Housing Officer who will be appointed by the Landlord.
 - 4.1.2 The Housing Provider holds ultimate responsibility for the building and the welfare of the people within it; therefore they will take a lead on any further local protocols which may be put in place to promote the smooth running of the scheme. More detailed arrangements are in place within the Contingency plan, to cover areas such as communication, conflict resolution and response to emergencies out of hours.
 - 4.1.3 The role of 'Housing Provider' includes, but is not limited to:
 - 4.1.3.1 Repairs and maintenance of the building, such as;
 - (a) Servicing, repairing and maintaining the fabric of the building.
 - (b) Servicing, repairing and maintenance of fire alarms.
 - (c) Servicing, repairing and maintenance of emergency lighting.
 - (d) Servicing, repairing and maintenance of the intruder alarm, CCTV and door security systems.
 - (e) Health and Safety within the building and its grounds.
 - (f) Work in partnership with the Care and Support Provider.
 - (g) Fire and Emergency Procedures.

- 4.1.4 All repairs and maintenance issues should be reported to the Landlord. Tenants can also report repairs directly to the Landlord or Housing Officer.

4.2 **Housing Officer**

- 4.2.1 The role of the Housing Officer is to lead the day to day management of the scheme and Health & Safety.
- 4.2.2 This role may include:
 - 4.2.2.1 Health & Safety monitoring of the building.
 - 4.2.2.2 Set up and management of tenancy agreements/ rent/ financial arrangements.
 - 4.2.2.3 Completion of health and wellbeing planning and subsequent annual reviews (or sooner if significant changes arise).
 - 4.2.2.4 Assisting with access to benefits/finances.
 - 4.2.2.5 Liaising with family member/appointed person with regard to tenancy issues.
 - 4.2.2.6 Giving general advice, advocacy and liaison.
 - 4.2.2.7 Ensuring a safe environment.
 - 4.2.2.8 Planning and delivery of low level social activity sessions [whether directly or with a community partner/volunteers].
 - 4.2.2.9 Management of all maintenance operatives whilst on site (except out of hours).
 - 4.2.2.10 Working with the care and support provider on day to day customer welfare concerns as required.
 - 4.2.2.11 Reporting and follow up of communal repairs in a timely manner.

4.3 **Care and Support Provider**

- 4.3.1 The Care and Support Provider will have a presence on site 24/7 and is responsible for delivering all commissioned care needs during the daytime and provision of night time services as contracted.
- 4.3.2 The Care and Support provider will take responsibility for the scheme handset at all times and respond to all tenant calls in a timely manner. Should the care provider not be able to pick up the call due to dealing with another tenant this will default back to the landlords Housing Officer (or social alarm team if out of hours) who will deal with the emergency if required or hand back to the care provider as soon as possible, whichever is most appropriate.

4.3.3 They will take responsibility for the contingency and fire action plans when the Housing Officer is not on site. Any issues are to be reported as per the scheme contingency plan and escalated as appropriate.

4.3.4 The role for Care and Support Provider may include:

4.3.4.1 Ensuring an adequate recruitment plan is in place so that obligations regarding care and support packages can be met and not refused, and to alert the Housing Officer and the focus Care Coordinator if staffing levels become an issue.

4.3.4.2 Help with washing and dressing.

4.3.4.3 Advice and support with nutrition and hydration.

4.3.4.4 Medication assistance in line with Health and Social Care Protocol.

4.3.4.5 In ensuring a safe environment.

4.3.4.6 Giving emotional support.

4.3.4.7 Establishing social contact/ activities.

4.3.4.8 Assisting access to social activities.

4.3.4.9 Giving general advice, advocacy and liaison.

4.3.4.10 Support to manage utilities as part of a support plan.

4.3.4.11 Assisting with access to benefits/finances.

4.3.4.12 Liaising with the Housing Officer with regard to tenancy issues.

4.3.4.13 Supporting the tenants to maintain their tenancy.

4.3.4.14 Reporting repairs.

4.3.4.15 Liaison with GP practitioners (MDT) on any major variation in health need.

4.3.4.16 Act as a responder to Assistive Technology (Tunstall) where agreed as part of the integrated Care and Support Plan.

4.3.4.17 Advising on Aids and adaptations and O/T referrals.

4.3.5 The role for Housing Officer and Care and Support Provider together:

4.3.5.1 Identification of the tenants aspirations and outcomes.

4.3.5.2 A shared understanding on how to support identified outcomes.

4.3.5.3 Promote health and wellbeing.

- 4.3.5.4 Enable access to a choice of services to support their needs and preferences.
 - 4.3.5.5 Enable customers to be a part of their community.
 - 4.3.5.6 Safeguarding and implementation and monitoring of appropriate safeguarding plans.
 - 4.3.5.7 Working together towards resolving/ action complaints or compliments.
 - 4.3.5.8 Shared responsibility of the building fire safety procedures as per contingency plan.
 - 4.3.5.9 Liaise weekly on customer issues/ health and safety/ upcoming voids (being unlet dwellings).
- 4.3.6 Partners should collectively endeavour to ensure that voids are kept to a minimum, working with focus Independent Social Care, the Landlord and the Commissioner. This will be achieved through open dialogue, linked to fully understanding the needs of the Individual and the group dynamics of the Service. Any adaptations required for the property will be discussed, agreed and actioned with the Housing Provider before a new tenant moves into the Service.

5. **Fire Precautions**

- 5.1 The Housing Officer shall be responsible for periodically inspecting, servicing and repairing all non – portable and portable fire safety devices and equipment, using specialist contractors where required. Should the Care and Support Provider's nominated responsible person/s identify any repairs or servicing requirements in respect of the rooms allocated under the lease and/or in respect of any other communal areas of the building that the Care and Support Provider has access to in respect of carrying out their daily duties, then the issues identified will be raised with the Housing Officer as soon as possible, but no later than 2 Working Days of identifying the issues.
- 5.2 The Housing Officer shall be responsible for any works or improvements required to bring properties into compliance with fire safety legislation, regulations or orders once notified of the need for these by the Care and Support Provider or tenant.
- 5.3 The Housing Provider will ensure a suitable and sufficient Fire Risk Assessment is completed annually for the scheme. The document will be made available to the care provider and commissioners upon request.
- 5.4 The Care and Support Provider will:
 - 5.4.1 ensure a suitable and sufficient Fire Risk Assessment as required by the Fire Safety order 2005 is completed for the areas that they occupy annually and

that this document is made available to the landlord annually and for commissioners and the fire service upon request.

- 5.4.2 ensure that care staff (that are the responsibility of the Care and Support Provider) associated with the onsite care are trained in fire safety and understand what their responsibilities are in the event of a fire, and that they are made aware of what to do in the event of any emergency or security breach within the building. Evidence of training to be provided to Places for People upon request.
- 5.4.3 conduct monthly visual checks of smoke detectors, fire extinguishers, fire doors and fire blankets to ensure they are in working order within the building areas they occupy. Any defects or concerns are to be reported to the Housing Officer immediately.
- 5.4.4 report any defects or concerns to the Housing Officer immediately or as soon as reasonably practicable, where issues with fire detection systems (fire alarm systems, emergency lighting etc.) are identified.
- 5.4.5 ensure that any issues detected with fire doors at the scheme (i.e. doors fixed open, or self-closing mechanisms disconnected) are reported for repair to the Housing Officer immediately, or as soon as reasonably practicable.
- 5.4.6 Procedures/ guidance are to be made available on commencement of this agreement.

6. Role of Assistive Technology (AT) – Responsibility of Partners

- 6.1 During the working week, the Housing Officer will take responsibility for monitoring the Tunstall tablet. They will review the tablet each morning and action any red alerts where the tenant's home is denoted in red (no movement) by contacting the tenant to check they are ok. Morning calls for those tenants who wish to receive them will also be completed.
- 6.2 There will be joint responsibility for accessing appropriate training to ensure an understanding of the equipment/systems, their benefits and limitations. There is a joint responsibility to keep up to date with the assistive technology offer, to be aware of other sensors/portable systems which tenant may be able to access to enhance their welfare.
- 6.3 Assistive technology packages for tenants will normally be fitted as part of their care and support package and should be accessed by the Housing Officer via a referral to the landlord's business support team, once a referral from an Occupational Therapist/medical practitioner is received, this referral / recommendation must set the details of what adaptations are required and confirm the location in the tenant's home.

7. Training

- 7.1 Training should be co-ordinated between the landlord and Care and Support Provider whenever possible and appropriate e.g. Dementia awareness, Fire Safety.

8. Communication

8.1 Allocation Meetings

- 8.1.1 These meetings are held as part of the wider allocation and care co-ordination process within North East Lincolnshire. The Housing Officer will advise the Social nominations coordinator and the Care and Support Provider of impending void properties in order that this can be discussed at the next Allocation meeting. All parties will agree acceptance of new or referring tenants and ensure they are respectful of Equality & Diversity and do not discriminate against persons with dementia, or substance dependency.

8.2 Quarterly Scheme Review Meeting

- 8.2.1 This is an operational meeting between both the care and support provider and the Landlord providing services within the scheme. The aim of the meeting is to discuss any issues, agree solutions and ensure the service runs smoothly. In new schemes, meetings may need to take place more frequently in the first six months. Parties will agree such additional meetings between themselves.

9. Equality and Diversity

- 9.1 The partners are jointly committed to working together and to providing responsible leadership in promoting the values of equality and diversity. The partners are committed to eliminating all forms of discrimination and to promoting equality of opportunity, good community relations along with good community cohesion.

10. Moving On

- 10.1 The aim of the supported living service at Convamore Road shall be to increase independence through development of life skills. The Care and Support Provider is expected to utilise commissioned hours to develop skills over time and gradually decrease hours once individuals become more independent, with the view to move on to more independent living within the community. This shall be achieved through regular reviews, a minimum of annual review with the social worker and development of measurable outcomes for individuals. The boundaries of the service therefore must be fully explained to applicants, relatives and advocates as well as to other professionals at the point of the enquiry/application being made.

- 10.2 Services have been designed to be flexible and responsive to tenants' increasing needs but when needs exceeds the limit of resources and risks cannot be appropriately managed then the Housing Officer will review the situation with the tenant, care provider and if appropriate their families/advocates. The Housing Officer will work with

other professionals including representatives from the Local Authority i.e. the Scheme Link Worker to seek a mutually acceptable solution including a 'best interests' decision for tenants who lack mental capacity.

- 10.3 In the event that a mutually acceptable solution cannot be reached and the tenancy will not be voluntarily surrendered then reference to the appropriate legal framework e.g. Housing Legislation and the Mental Capacity Act should be considered.

Signatories should include a senior manager from each partner.

Signed on behalf of the Housing Provider

Signature.....

Name.....

Organisation.....

Position.....

Signed on behalf of the Care and Support Provider

Signature.....

Name.....

Organisation.....

Position.....