



Dated [            ] 2015

**Northampton Borough Council**

and

**Northampton Partnership Homes**

**Agreement for the delivery of housing management and other services**

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Draft: 06 November 2014

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# Agreement

dated

## Parties

- (1) **Northampton Borough Council** of The Guildhall, Northampton NN1 1DE (the **Council**)
- (2) **Northampton Partnership Homes Limited** (a company limited by guarantee with registered number [ ] and whose registered office is [ ] (**NPH**))

## Introduction

- (A) The Council is the local housing authority for its area pursuant to Sections 1 and 2 of the Housing Act 1985 (**1985 Act**) and pursuant to the powers contained in the 1985 Act provides housing accommodation and exercises general management, regulation and control of its housing accommodation.
- (B) Pursuant to Section 27 of the 1985 Act and with the approval of the Regulator and pursuant also to Section 1 of the Localism Act 2011 and all other enabling powers the Council agrees that NPH shall exercise such of the Council's management functions as are specified herein.
- (C) The Council and NPH have agreed that NPH shall provide and the Council shall co-operate with it in providing the Services in the manner and upon the terms hereinafter set out.

## 1 Definitions and interpretations

1.1 The definitions used are as follows:

**ALMO** means arms-length management organisation;

**Asset Management Strategy** means the "Housing Asset Management Strategy" forming Appendix 3 to the Delivery Plan;

**Capital Sum** means the sum paid to NPH in accordance with Clause 10 for the Improvement Services;

**Constitution** means articles of association;

**Council's Representative** means the Council's Head of Retained Housing Services or such other person with a similar role who may be nominated from time to time by the Council;

**Delivery Plan** means NPH's "5 year Delivery Plan" for the delivery of the Services as agreed between the Council and NPH from time to time in accordance with Clause 3;

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

**Financial Year** means the period from the date of this Agreement to 31 March 2015 and thereafter the period from 1 April to 31 March;

**HCA** means the Homes and Communities Agency;

**HRA** means the Housing Revenue Account;

**HRA Business Plan** means the Self-financing business plan at the date hereof (currently that approved on 18 January 2012) as revised from time to time (in consultation with NPH);

**Improvement Services** means those capital-funded Services described in section A2 of the Specification and section 3.8 of the Asset Management Strategy and **Improvement** shall be construed accordingly;

**Improvement Services Fee** means the fee payable to NPH for the Improvement Services;

**KPIs** means key performance indicators;

**LGSS** means Cambridgeshire and Northamptonshire County Councils providing back office services to the Council.

**Management Services** means those Services described in the Specification except for section A (Looking after Council Homes);

**Management Services Fee** means the fee payable to NPH under Clause 10 for the provision of the Management Services;

**NPH's Representative** means NPH's Chief Executive or such other person with a similar role who may be nominated from time to time by NPH.

**Objects** means the objects set out in NPH's Constitution;

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

**Pension Fund** means the Northamptonshire Local Government Pension Scheme;

**Performance Management System** means the Council's performance management system from time to time (currently "Performance Plus");

**Quarter Days** means 25 March, 24 June, 29 September and 25 December and **Quarter** shall be construed accordingly;

**Regulator** means the HCA (acting through the Regulation Committee established by it) or any successor authority;

**Repairs & Maintenance and Improvement Programme** means the Repairs & Maintenance and Improvement programme forming part of the Asset Management Strategy;

**Repairs & Maintenance Services** means those revenue-funded Services described in section A2 of the Specification and section 3.8 of the Asset Management Strategy and **Repairs & Maintenance** shall be construed accordingly;

**Repairs & Maintenance Services Fee** means the fee payable to NPH for the provision of the Repairs and Maintenance Services;

**Representatives** mean collectively the Council's Representative and NPH's Representative;

**Retained Housing Service** means the Council's statutory and other housing functions and services (whether financed out of the HRA or General Fund) not outsourced to NPH;

**Right to Manage** is the right exercisable pursuant to the Housing (Right to Manage) Regulations 2008;

**Self-financing** means the financing arrangements for the HRA which were implemented in April 2012;

**Services** means the services described in the Specification and the Delivery Plan and any other services which from time to time are provided by NPH, subject to any variations, pursuant to the terms of this Agreement;

**Specification** means the document so entitled which forms Schedule 1 as may be amended pursuant to the terms of this Agreement;

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

**Total Fee** means (a) the Management Services Fee, (b) the Repairs & Maintenance Services Fee, and (c) the Capital Sum (and where relevant all or any elements thereof) payable by the Council pursuant to and calculated in accordance with Clause 10;

**Transferring Employees** means the employees occupying the posts listed in Schedule 7;

**TUPE Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

**Undertaking** means all of the undertaking of the provision of housing management services by the Council, its servants or agents immediately prior to the date thereof;

**Works Contracts** means contracts let and/or administered by NPH pursuant to Clauses 7-8 in order to deliver the Repairs & Maintenance and Improvement Services;

**Works Fees** means that part of the Total Fee payable to NPH under Clause 10 in connection with the delivery of the Repairs & Maintenance and Improvement Programme;

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

- 1.3 A reference to any statutory authority, agency or regulatory body shall include a reference to any other such authority, agency or regulatory body which from time to time carries on substantially the same functions.
- 1.4 Wordings denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include firms and corporations.
- 1.5 References to clauses, schedules and annexes shall be deemed to be references to the clauses in and the schedules and annexes to this Agreement as so numbered.
- 1.6 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

## 2 **NPH Services and Delegations**

- 2.1 NPH will provide the Services as set out in the Delivery Plan in accordance with the Specification and the Delivery Plan and the other provisions of this Agreement.
- 2.2 The Council hereby delegates the functions listed in Schedule 2 on the basis summarised therein and as more fully described in the Specification and the Delivery Plan.
- 2.3 NPH will carry on its business in accordance with all laws and mandatory regulations applicable to it, its articles of association and the terms of this Agreement.
- 2.4 NPH will not do or refrain from doing anything that might lead to action by the Regulator against the Council.
- 2.5 Notwithstanding the Council's obligation to provide financial support to NPH in Clause 19, NPH will ensure that it conducts its business in a prudent and commercial manner.

## 3 **The Delivery Plan**

- 3.1 The Delivery Plan shall operate on a rolling five Financial Year basis starting on 1 April 2015 (the **Delivery Plan Period**).
- 3.2 Prior to the start of each Financial Year starting on 1 April 2016 the Council and NPH will discuss any changes to the Delivery Plan required by the Council or proposed by NPH in accordance with the review process set out in section 8 of the Delivery Plan and in such a way as shall ensure a genuine consultation and dialogue over such changes and which results in the Council confirming any changes in good time for their implementation in the ensuing Financial Year.
- 3.3 In order to support the 5 year basis of the Delivery Plan the review process described in Clause 3.2 will not result in significant changes unless such changes are approved in writing by both the Council's Leader and Chief Executive, subject always to Clause 17.1.1.
- 3.4 NPH will comply with all reasonable changes to the Delivery Plan made by the Council provided that the Total Fee is adjusted to ensure that (a) the costs of making the changes (including without limitation stopping or reducing existing Services, cancelling or terminating existing contracts and/or "gearing up" to provide the amended Services) are justified and (b) NPH is funded to deliver the revised Services when those changes take effect.

3.5 Any dispute over any change in the Delivery Plan or the Total Fee arising from Clauses 3.2-3.4 shall be resolved using the Dispute Resolution process in Clause 31.

#### 4 **Variation to the Specification and the Services**

4.1 The Council will only vary the Specification (including the policies and protocols referred to therein) as may be necessary to reflect changes to the Delivery Plan in accordance with Clause 3.

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

4.2.1 the exercise of the Right to Manage;

4.2.2 formal steps taken by the Regulator.

4.3 The Council and NPH will regularly review the list of services to be provided by NPH.

4.4 The Council shall be entitled from time to time to add one or more services to the Specification. The parties, acting reasonably, will agree the description of the service and the other information required by the format of Schedule 1 and the variations in the Total Fee required to deliver it. If agreement cannot be reached, the matter will be resolved using the Dispute Resolution process in Clause 31.

#### 5 **Existing Contracts**

5.1 The Council shall within 20 Working Days after the date hereof novate or assign to NPH the benefit of and all rights of action in respect of the contracts identified as assigned contracts (designated 'A' or 'N') in the Annex (the **Transferred Contracts**)

5.2 The contracts identified as retained contracts (designated 'R') in the Annex (the **Retained Contracts**) shall not be novated or assigned to NPH but to the extent that they relate to the subject-matter of this Agreement they shall be held on trust by the Council for the Council and NPH as follows:

5.2.1 the Council shall supervise or manage the Retained Contracts and the works or services comprised therein and give such instructions in relation thereto as may be necessary or expedient (subject to prior consultation with NPH); and

5.2.2 the Council shall at the request and cost of NPH take such enforcement action under the Retained Contracts as may reasonably be required by NPH; and

5.2.3 the Total Fee otherwise payable to NPH shall be adjusted to reflect the payments due under the Retained Contracts in that Financial Year.

5.3 Until the novation or assignment of the Transferred Contracts:

5.3.1 the Council shall hold the Transferred Contracts on trust for NPH;

5.3.2 the Council shall under the direction of NPH supervise or manage the Transferred Contracts and the works or services comprised therein and give such instructions in relation thereto as may be necessary or expedient;

- 5.3.3 the Council shall at NPH's cost join with NPH in any proceedings reasonably brought by NPH against such contractors or consultants to enforce the Transferred Contracts;
- 5.3.4 the Council shall at NPH's cost join in any novation or consensual termination of the Transferred Contracts at NPH's request;
- 5.3.5 NPH shall ensure any sum or sums that are due and properly payable to a contractor pursuant to any Transferred Contract in respect of any work done or services carried out by that contractor following the date hereof are paid directly to the contractor and shall notify the Council of the payment thereof; and
- 5.3.6 any dispute over the management of a Transferred Contract and/or any sum payable to a contractor thereunder shall be resolved using the Dispute Resolution process in Clause 31.
- 5.4 All retentions made and held by the Council in respect of the Transferred Contracts (as identified in the Annex) shall upon the novation or assignment of such Transferred Contracts to NPH, and where such retentions are due to the contractor be paid by the Council to NPH, and pending novation or assignment shall be held on trust for NPH.
- 5.5 The Council warrants that, save as specifically disclosed to NPH in writing:
- 5.5.1 all payments by the Council falling due prior to the date hereof under the Transferred Contracts and the Retained Contracts have been made by it and that there are no outstanding legal or arbitration proceedings in relation to the Transferred Contracts or the Retained Contracts; and
- 5.5.2 there is no subsisting material breach of any of the Transferred Contracts by the Council nor, so far as it is aware, by any of the other contracting parties.
- 6 Repairs & Maintenance and Improvement**
- 6.1 NPH will deliver the Repairs & Maintenance and Improvement Programme by:
- 6.1.1 letting and administering the Repairs & Maintenance Works Contracts in accordance with Clause 7; and
- 6.1.2 letting and administering the Improvement Works Contracts in accordance with Clause 8,
- provided that Works Contracts which commit the Council or NPH to expenditure beyond 4 January 2030 shall not be let by NPH without the Council's prior consent.
- 6.2 The parties shall review the Repairs & Maintenance and Improvement Programme on a yearly basis as part of the review of the Delivery Plan (and shall accordingly be subject to Clause 3).
- 6.3 The review may take account of (inter alia):
- 6.3.1 the Council's specific needs and requirements as discussed with NPH during the process described in Clause 3.2;

- 6.3.2 changing standards (such as energy efficiency);
- 6.3.3 future stock condition surveys;
- 6.3.4 legal and regulatory requirements (relating to fire safety and other matters).

6.4 Any revisions arising from Clauses 2-4 shall give rise to a commensurate revision of the Works Fees pursuant to Clause 10.

## **7 Repairs & Maintenance Works Contracts**

7.1 NPH will let and administer such Works Contracts as NPH (acting reasonably) deems fit to deliver the Repairs & Maintenance element of the Repairs & Maintenance and Improvement Programme following the expiry or earlier termination of the current contracts.

7.2 In the procurement of any Repairs & Maintenance Works Contracts NPH will comply with all applicable European Union and other regulations and take all reasonable steps to adhere to best procurement practice and achieve value for money.

7.3 NPH will stipulate provisions in the Repairs & Maintenance Works Contracts (when they are let) so as to take reasonable account of possible future revisions of the Repairs & Maintenance and Improvement Programme in accordance with Clauses 6.2 – 6.3 (but without prejudice to Clause 6.4).

## **8 Improvement Works Contracts**

8.1 NPH will let and administer the Works Contracts as NPH (acting reasonably) deems fit to deliver the Improvement element of the Repairs & Maintenance and Improvement Programme following the expiry or earlier termination of the current contracts.

8.2 The provisions of Clause 7 shall apply to Improvement Works Contracts as they apply to Repairs & Maintenance Works Contracts.

## **9 Monitoring and the provision of information**

9.1 NPH will enable the Council to monitor NPH's performance under this Agreement by participating in the Performance Management System.

9.2 In addition to Clause 9.1, NPH will provide the Council each Quarter with such additional information as the Council may reasonably require to satisfy itself as to NPH's performance of its obligations under this Agreement, including the delivery of the Services.

9.3 The information referred to in Clause 9.1 will include details of formal complaints made by tenants and other residents directly affected by the Services.

9.4 The parties (acting reasonably) shall from time to time agree the format for the reports required under this Clause.

## **10 Total Fee etc.**

10.1 For the period from 5 January 2015 to 31 March 2015 and for the first Financial Year of this Agreement (meaning the period to 31 March 2016) the Council will pay NPH £[XXX]



and £[XXX] respectively for the provision of the Services in accordance with this Agreement.

- 10.2 The Total Fee will be calculated and/or is deemed to be attributable to the Services on the basis shown in Schedule 5 and which will be sufficient to enable NPH to discharge its obligations (including, without limitation, its obligations to third parties under the Works Contracts) and otherwise meet the expectations set out in the Delivery Plan.
- 10.3 Any revisions to the Services arising from Clauses 2-4 shall give rise to a commensurate revision of the Total Fee pursuant to this Clause 10.
- 10.4 It is agreed that subject to Clause 10.5 NPH is entitled to use the Management, Repairs & Maintenance and Improvement elements of the Total Fee as it sees fit to deliver any or all of the respective Services.
- 10.5 Virements between the HRA funded elements of the Management Services Fee, the Repairs & Maintenance Services Fee and the Capital Sum are permitted up to £2 million in aggregate in any Financial Year. Any virements above that level or any virements of the General Funded element of the Management Services Fee shall be permitted only with the written consent of the Council's Section 151 officer (acting through the Council's Representative).
- 10.6 Each Financial Year, the Total Fee shall be varied as follows:
- 10.6.1 the parties will commence discussions on the Total Fee for the next Financial Year in parallel with the review of the Delivery Plan described in Clause 2;
- 10.6.2 the discussions referred to in Clause 10.6.1 will be based on the Fee Principles in Schedule 6;
- 10.6.3 any variation of the Total Fee shall (subject to Clause 13.2) be commensurate with the variation of the Specification, the Delivery Plan and/or the Services in accordance with Clauses 2-4 provided that the Total Fee shall always be sufficient to enable NPH to discharge its obligations under the Works Contracts (including the payment of the salaries of the staff employed by NPH to administer the Works Contracts);
- 10.6.4 if the parties cannot agree the variation of the Total Fee and invoke Clause 31 an Expert to whom the dispute is referred shall take into account any value for money requirement in the Delivery Plan and Specification subject always to the proviso to Clause 10.6.3.
- 10.7 The Total Fee for Management Services due and payable under this Clause 10 shall be paid in advance by equal payments on the first day of each calendar month.
- 10.8 The Total Fee for the Repairs & Maintenance and (subject to Clause 10.9) the Improvement Services shall be paid in advance by equal payments on each of the usual Quarter Days as described in Schedule 4.
- 10.9 In each Financial Year of this Agreement and [without prejudice to Clause 10.8 and subject to Clause 10.10 the Council shall pay NPH as part of the Total Fee the Capital

Sum as and when required for NPH to discharge its obligations under the Improvement Works Contracts.

10.10 The Council shall ensure that any payment made under Clause 10.9 is always sufficient to enable NPH to discharge its obligations under the Improvement Works Contracts.

10.11 The payment and accounting arrangements for the Total Fee shall enable NPH (where appropriate) to charge VAT and the Council (where possible under Section 33 of the VAT Act 1994) to recover it.

## 11 **Surpluses and reserves**

11.1 Subject to Clauses 11.3-11.5 NPH shall be entitled to use any of its available surpluses or reserves in accordance with its strategic plan entitled "Use of Surpluses and Reserves" which will form part of the Delivery Plan.

11.2 NPH shall consult the Council about the use of its surpluses and reserves pursuant to this Clause 11 and obtain the Council's consent for the use of surpluses and reserves outside the scope of the Delivery Plan.

11.3 Surpluses and/or reserves shall only be deemed to be available for the purposes of the remaining provisions of this Clause 11 if:

11.3.1 this is consistent with NPH's adopted accounting standards or specific confirmation from NPH's auditors;

11.3.2 they arise from NPH's operational activities (including Management Services and the staffing element of the Repairs & Maintenance Services but excluding the subject matter of Clause 11.5); and

11.3.3 they have not been identified by NPH for future use in accordance with the Delivery Plan.

11.4 NPH shall unless otherwise agreed with the Council use any available surpluses or reserves to meet any in-year shortfall in the Services Fee, but shall not be required to use them to meet any deficit in the Pension Fund in respect of the Transferring Employees attributable to the period up to the date of this Agreement. The remaining amount of NPH's surpluses and reserves will be taken into account when setting the ensuing Financial Year's Total Fee.

11.5 Surpluses arising from the Improvement Services and the non-staffing elements of the Repairs & Maintenance Services shall be rolled forward into the ensuing year's Repairs & Maintenance and Improvements Works Programme.

11.6 The Council will ensure that NPH has an operating balance as set by the Council's 'Section 151' officer and which takes into account the views of NPH's auditors.

## 12 **Additional income-generation**

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

- 12.1 they are consistent with NPH's Objects or they can be legally pursued and exploited through a wholly owned subsidiary;
- 12.2 NPH's ability to discharge its obligations hereunder is not adversely affected;
- 12.3 any proposed commitment by NPH is expressly approved by NPH's board and is recorded at the next appropriate meeting between NPH and the Council;
- 12.4 any proposed new venture by NPH outside the Delivery Plan which can reasonably be expected to generate a yearly turnover of over £50,000 shall be first approved in writing by the Council.

### 13 **Improvement of Service Delivery and Continuous Improvement**

- 13.1 The parties acknowledge the importance of the principle of continuous improvement in the provision of the Services and the delivery of the Repairs & Maintenance and Improvement Programme and accordingly:
  - 13.1.1 NPH will regularly review how better to perform its obligations hereunder; and
  - 13.1.2 the Council will support NPH to improve its performance.
- 13.2 NPH will use all reasonable endeavours to improve standards and achieve greater cost-effectiveness.
- 13.3 Improvement in the delivery of Services will be effected by NPH's better performance as evidenced by its delivery against the KPIs in Appendix 2 to the Delivery Plan.
- 13.4 Year-on-year efficiencies will be achieved by delivering the Services at a higher standard or less cost.

### 14 **New build**

- 14.1 The Council will work with and support NPH and other organisations to maximise opportunities for building and acquiring new homes within the borough. Where the Council has agreed a proposed new development or an acquisition or acquisitions with NPH, it will support NPH's application for HCA or other grant funding therefor.
- 14.2 NPH will devote such resources as it can reasonably make available to carrying out the development or acquisition of new affordable or mixed use housing in accordance with the Council's housing strategy (including any specific stipulations concerning housing need and rent levels).
- 14.3 The Council intends that NPH will be the manager of any Council-owned new build properties.

### 15 **NPH's Constitution**

The Council confirms (without fettering its legal entitlements) that it intends only to use its rights as sole member (or guarantor) of NPH to amend NPH's Constitution and appoint or remove board members (save for the Council's own nominees) or to issue directions to NPH or its board if and then only for so long as NPH fails to comply with the terms hereof and the Council would therefore be entitled to terminate this Agreement under Clause 27.

16 **The governance of NPH**

16.1 NPH board meetings shall be open to the public save for any part or parts of the meeting declared by the board through its chair to be private.

16.2 NPH and the Council will adhere to the agreed protocol on liaison with Council members.

17 **Changes in NPH's role and activities**

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

17.1.1 regulatory or statutory requirements;

17.1.2 tenant and/or leaseholder expectations;

17.1.3 Council policy objectives

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

17.2 Any such changes will be dealt with pursuant to Clauses 3-4.

18 **Services provided by the Council**

18.1 The Council will provide the services described in Schedule 3 (the **Council Services**) for the fee(s) set out therein.

18.2 If the Council and NPH agree that the Council will provide an additional service to NPH a description of that such service (in the same form as set out in Schedule 3) will be prepared together with the agreed fee (or fee formula) therefor. The description and fee will be deemed to be incorporated in Schedule 3.

18.3 If a Council Service is not being performed to the standards set out in the relevant part of Schedule 3, the parties shall meet to discuss how the Council Service is to be improved. If agreement cannot be reached, the matter shall be resolved using the Dispute Resolution process in Clause 31.

18.4 The Council Services may only be terminated with the agreement of both parties.

19 **Council's financial support for NPH**

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

19.2 The Council agrees that whether through the Total Fee or otherwise it shall ensure that NPH is able to discharge its liabilities for the pensions costs attributable to NPH's past, present and future employees.

19.3 The Council will provide the Pension Fund with such a guarantee of NPH's membership thereof as shall prevent NPH's liability for any deficit attributable to the past service of the

Transferring Employees (the **Deficit**) having the effect of rendering NPH technically insolvent.

19.4 If notwithstanding the guarantee referred to in Clause 19.3 NPH as employer of the Transferring Employees is required itself to assume responsibility for the Deficit and for so long as it remains more cost-effective to reduce the Deficit by annual contributions than by a capital payment the Total Fee shall be increased by a ring-fenced amount which has and will have no impact on the resources otherwise made available to NPH pursuant to this Agreement.

## 20 **TUPE and related provisions**

20.1 NPH acknowledges that with effect from and including the date hereof it will become the employer of each of the Transferring Employees pursuant to the TUPE Regulations.

20.2 The Council warrants that the only persons employed in the Undertaking are those whose posts are listed in Schedule 7 and that the details relating to the Transferring Employees as set out in Schedule 7 are correct in all material respects at the date hereof.

20.3 The Council undertakes to be responsible:

20.3.1 for all salaries and other emoluments including but without limitation holiday pay, tax and National Insurance payments allowances and contributions to retirement benefit schemes in respect of the Transferring Employees up to but not including the date hereof and the Council agrees that all requisite apportionments shall be made; and

20.3.2 for any costs arising from the termination of employment of certain Transferring Employees identified by the Council.

20.4 The Council is not aware of:

20.4.1 anything done or omitted to be done prior to the date hereof by or on behalf of the Council in respect of any contract of employment or any collective agreement or any persons employed in the Undertaking which could give rise to a claim against NPH on the grounds that notwithstanding that it relates to employment prior to the date hereof is deemed by reason of transfer of the Undertaking pursuant to this Agreement to have been done or omitted to be done by or in relation to NPH in accordance with the TUPE Regulations; or

20.4.2 any claim by any trade union, staff association or staff body in respect of all or any of the Transferring Employees arising out of the Council's actual or alleged failure prior to date hereof to comply with its legal obligation in relation to information and consultation to or with such trade unions or staff associations or bodies save insofar as any such failure results from a failure by NPH to provide information pursuant to Regulation 13(4) of the TUPE Regulations.

20.5 Save as identified in Schedule 7 all of the Transferring Employees are paid for out of the HRA.

## 21 **The HRA ring-fence**

21.1 The parties acknowledge that HRA income and expenditure is and remains (following the implementation of Self-financing) subject to the requirements of the statutory ring-fence.

21.2 After the Total Fee and other financial arrangements between the Council and NPH have been agreed each Financial Year in accordance with this Agreement there shall be produced a statement of the allocation of HRA monies in a form determined by the Council in consultation with NPH.

21.3 For the avoidance of doubt the Management Services Fee includes identified expenditure on General Fund activities.

## 22 **Council responsibilities and entitlements**

It is understood and agreed that the Council:

22.1 is and remains statutorily responsible for the HRA;

22.2 will set rents and other charges for its tenants each year;

22.3 may vary the Fee (but only in accordance with Clause 10);

22.4 may vary the Delivery Plan, Services and Specification in accordance with Clauses 2-4; and

22.5 may terminate this Agreement in accordance with Clause 27.

## 23 **Section 151 duty**

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

## 24 **Management of the HRA**

As part of the Services NPH will provide the Council with:

24.1 information on its activities to enable the Council to manage the HRA; and

24.2 advice on how best to make use of the resources within the HRA under Self-financing.

## 25 **Consultation on HRA matters**

In addition to the requirements of Section 105 of the 1985 Act the Council agrees to consult with its tenants and leaseholders on major issues affecting the HRA including rent-setting and the overall budget.

## 26 **Term**

Subject to Clause 27 this Agreement shall expire on 4 January 2030.

## 27 **Termination**

- 27.1 Subject to Clause 27.2 the Council shall be entitled to terminate this Agreement if NPH fails to comply with the terms hereof or if in the Council's unfettered opinion there is a serious and substantiated risk that NPH will shortly fail so to comply.
- 27.2 Unless NPH's actual or anticipated failure which would entitle the Council to terminate this Agreement cannot (in the Council's reasonable opinion) be remedied NPH shall be afforded a reasonable opportunity (including where appropriate a remedial plan) to comply or demonstrate that it will shortly comply with the terms hereof.
- 27.3 If the Council becomes entitled to terminate this Agreement it may decide to terminate the whole or any part hereof and either provide the Services itself or procure that any third party do so and NPH will take such steps as may reasonably be required to give effect to the Council's decision.
- 27.4 The Council shall have a right to terminate this Agreement where it is required to enter into an agreement with a Tenant Management Organisation (**TMO**). If the Agreement is terminated under this Clause 27.4 the Council and NPH shall within three months of such termination make all necessary arrangements for the transfer of the relevant functions from NPH to the TMO.
- 27.5 This Agreement shall be terminated if such requirement is imposed pursuant to Section 247(2) or 249(2) of the Housing and Regeneration Act 2008. If the Agreement is terminated pursuant to this Clause 27.5 the Council and NPH shall make all necessary arrangements for the transfer of the relevant functions from NPH.

## 28 **Access to information and Data Processing**

- 28.1 NPH will afford the Council and persons properly authorised by it access to any information reasonably required provided that the Council gives NPH appropriate notice thereof.
- 28.2 [NPH and the Council shall agree a protocol for sharing personal data in a manner which supports the delivery of Services and complies with the Data Protection Act 1998.]

## 29 **Insurances etc.**

- 29.1 The Council shall for the period up to [ ] request LGSS to procure separate policies of insurance for NPH from the Council's insurers or underwriters on the same terms as the Council's insurances in respect of NPH's liability to:
- 29.1.1 the Council and any employee of the Council;
  - 29.1.2 the employees of NPH; and
  - 29.1.3 any other person.
- 29.2 The premia for such policies of insurance shall form part of the calculation of the Total Fee.
- 29.3 The Council shall insure in its own name against all the usual risks associated with its housing stock.

30 **NPH support**

NPH shall assist the Council in discharging its statutory obligations to:

30.1 provide the returning officer with the resources required for his or her election responsibilities; and

30.2 respond to a civil emergency,

subject in both cases to such arrangements (as to the use, payment and/or reimbursement of staff) as have previously applied to the Council's housing department.

31 **Dispute resolution**

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

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

31.1.2 **Stage 2:** The relevant Representatives or their nominated deputies shall meet within ten working days. If they are unable to agree a resolution at such meeting or if there shall be no appropriate officers of each of the parties available to attend such meeting then move to Stage 3.

31.1.3 **Stage 3:** The Chief Executive of the Council and the Chief Executive of NPH or their nominated deputies shall meet within ten working days.

31.1.4 In seeking to resolve any dispute considered under Stage 1, Stage 2 or Stage 3 the parties shall apply the following principles:

- (a) a spirit of mutual trust and co-operation
- (b) both parties shall bear their own costs
- (c) the parties shall extend the periods of negotiation if they both agree to do so
- (d) any unanimous decision shall be implemented.

31.2 Disputes remaining unresolved after following the procedure set out in Clause [31.1] shall be referred to an Expert.

31.3 Subject to Clauses 31.4-31.7 the result of any dispute resolution procedure under this Clause 31 shall be final and binding on the parties (save in the event of fraud or a mistake in law or material fact) and shall where and to the extent necessary and appropriate be reflected in a variation to the provisions of this Agreement.



- 31.4 No resolution of any dispute pursuant to this Clause 31 shall be final and binding on the parties unless the Council's Representative confirms the Council's agreement pursuant to Clause 31.5.
- 31.5 Subject to Clause 31.6 the Council's Representative shall confirm the Council's agreement to an Expert's decision within 20 working days thereof (the **Confirmation Period**) and if he fails to do so then subject to Clause 31.6 the decision shall be final and binding on the parties.
- 31.6 If within the Confirmation Period the Council's Representative notifies NPH's Representative of the Council's disagreement with the Expert's decision the Council shall have ten working days thereafter to make another decision and that decision (which shall be notified to NPH's board with the Council's reasons therefor) shall be final and binding on the parties.
- 31.7 If the Council fails to make another decision in accordance with Clause 31.6 the Expert's decision shall be final and binding on the parties.
- 31.8 Until such time as a dispute between the parties is resolved or concluded in accordance with this Clause 31 the parties shall continue to comply with their respective obligations under this Agreement.

## 32 **Regulator**

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

## 33 **Statutory obligations and key Council policies**

- 33.1 Without prejudice to NPH's obligations to comply with housing and related legislation as set out in the Specification NPH will comply with all Other Legislation.
- 33.2 Subject to Clause 4 NPH will comply with the Council policies listed in column (3) of the Specification as the same may be amended, varied or replaced from time to time following consultation with NPH.

## 34 **Value added tax**

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

## 35 **Interest on overdue payments**

Save where payment is reasonably disputed by one party and the other party has been notified of such dispute, if and whenever any payment due in accordance with this Agreement shall at any time remain unpaid for a space of 20 working days next after becoming payable a further and additional sum by way of interest on the same calculated on a day-to-day basis at an annual rate higher by two per cent than the Base Rate of

HSBC Bank plc in force from time to time from the date upon which such sum first became payable shall (if demanded) be accounted for (as if paid) by the defaulting party to the other party.

**36 No partnership**

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

36.1 incur any expenses on behalf of the Council;

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

36.3 commit or bind the Council in any way whatsoever

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

**37 Survival of this Agreement**

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

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

**38 Severance**

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

**39 No assignment**

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

**40 Notices etc**

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

41 **Third party rights**

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

42 **Concurrent remedies**

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

43 **Variation**

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

44 **Confidentiality**

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

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

45 **Law**

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

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

The **COMMON SEAL** of )  
**NORTHAMPTON BOROUGH COUNCIL** )  
was affixed )  
in the presence of: )

The **SEAL** of **NORTHAMPTON** )  
**PARTNERSHIP HOMES LIMITED** )  
was affixed )  
in the presence of: )

**Schedule 1 – NPH's Services**

**(Clause 2)**

<p align="center"><b>(1)</b></p> <p align="center"><b>Description of Service</b></p> <p align="center"><b>Looking after Council Homes</b></p>	<p align="center"><b>(2)</b></p> <p align="center"><b>Outputs</b></p>	<p align="center"><b>(3)</b></p> <p align="center"><b>Required policies, protocols and standards</b></p>
<p><b>A1</b></p> <p><b>Repairs &amp; Maintenance</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Develop a customer focussed and efficient repairs service to deliver responsive and planned repairs</li> </ul>	<p><b>Policies</b></p> <p>Tenancy Policy</p>
<p><b>A2</b></p> <p><b>Asset management</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• The detail for this service and its expectations are held within the Housing Asset Management Strategy which is in the Delivery Plan document</li> </ul>	
<p><b>A3</b></p> <p><b>Adaptions to Council Homes</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Compile and maintain a list of properties that contain adaptations</li> <li>• Receive adaptation requests from tenants</li> <li>• Assess the needs of tenants and agree suitable adaptations</li> <li>• Carry out approved adaptations to agreed standards</li> </ul>	

(1) Description of Service  Tenancy Management	(2) Outputs	(3) Required policies, protocols and standards
<b>B1</b>  <b>Letting Properties</b>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Book an appointment for an accompanied viewing</li> <li>• Undertake the a/v</li> <li>• Sign up the applicant / or refuse the offer</li> <li>• If refused then withdraw offer</li> <li>• If signed up then satisfy the application on IBS</li> </ul>	<p><b>Policies</b></p> <p>Allocations Policy</p>
<b>B2</b>  <b>Managing Tenancies</b>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Manage anti-social behaviour</li> <li>• New tenant visits</li> <li>• Estate walkabouts</li> <li>• Changes of tenancy</li> <li>• Breach of tenancy through to enforcement</li> <li>• Estate and block Inspections</li> <li>• General advice and assistance</li> <li>• Mutual exchanges and transfers</li> <li>• Abandonment</li> <li>• Tenancy termination</li> <li>• Complaints</li> </ul>	<p><b>Policies</b></p> <p>ASB Policy and Customer feedback Policy</p> <p><b>Protocols</b></p> <p>New tenant visit Procedure Estate walkabout Procedure Changes of tenancy Procedure Mutual exchange procedure Abandoned property procedure</p>

(1) Description of Service	(2) Outputs	(3) Required policies, protocols and standards
<p><b>B3</b></p> <p><b>Rent and Income Management</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• In all actions have regard to maximising rental income and minimising rent arrears levels.</li> <li>• Undertake weekly monitoring of all current tenants rent accounts and identify where recovery action is required.</li> <li>• Provide support, advice and assistance to those tenants who fall into arrears and those impacted by welfare reform.</li> <li>• Provide basic debt and benefits advice for current tenants, as required and where necessary signpost to specialist debt advice services.</li> <li>• Offer rent debt repayment plans based on the tenants individual circumstances.</li> <li>• Have in place effective arrears enforcement processes from initial contact through to possession proceedings and eviction.</li> <li>• Provide general advice and information on all rent account matters, payment methods, frequency of payment, arrears procedures and respond to all account enquiries.</li> <li>• Provide a rent statement for all current tenants 4 times a year or on request.</li> <li>• Administer any refund requests, account adjustments and write offs as required.</li> </ul>	<p><b>Policies</b></p> <p>Rent Income Policy.</p> <p>Housing Rents Write off Policy.</p> <p><b>Protocols</b></p> <p>Pre-action Protocol for Possession</p> <p>Claims based on rent arrears.</p> <p>Rent Service Standards</p>

<p>(1)</p> <p><b>Description of Service</b></p> <p><b>Choice Based Lettings</b></p>	<p>(2)</p> <p><b>Outputs</b></p>	<p>(3)</p> <p><b>Required policies, protocols and standards</b></p>
<p><b>C1</b></p> <p><b>Allocations</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• To ensure properties are advertised promptly and to a good standard, ensuring that customers have all the relevant information to allow them to place a bid</li> <li>• Allocate vacant NBC properties to the customer in the highest priority making best use of the council's stock and in line with the councils Housing Allocation Policy.</li> <li>• To be part of the voids process, ensuring void time is minimised.</li> <li>• Reallocate refusals promptly.</li> <li>• Monitor refusals and reasons for refusal, taking appropriate action.</li> <li>• Raise invoices for CBL charges to partner RSL's.</li> </ul>	<p><b>Policies</b></p> <p>Housing Allocation Policy</p>
<p><b>C2</b></p> <p><b>Nominations to other Social Landlords</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Ensure properties are advertised on behalf of RSL's.</li> <li>• Ensure nominations are provided within 3 days of the cycle closing.</li> <li>• Update the housing application if the property is refused or accepted.</li> </ul>	<p><b>Policies</b></p> <p>Housing Allocation Policy</p>

<p>(1)</p> <p><b>Description of Service</b></p> <p><b>Supporting Tenants</b></p>	<p>(2)</p> <p><b>Outputs</b></p>	<p>(3)</p> <p><b>Required policies, protocols and standards</b></p>
<p><b>D1</b></p> <p><b>Supporting the elderly and vulnerable</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Ensure that a robust support plan is place.</li> <li>• Provide flexible support to people when they need it most</li> <li>• Liaise with external agencies when necessary to provide additional support if required</li> </ul>	<p><b>Policies</b></p> <p>Housing Allocation Policy</p>
<p><b>Gateway services</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Ensure that potentially vulnerable customers are identified and their needs assessed as soon as possible after application has been made.</li> <li>• Ensure that a robust support plan is place.</li> <li>• Work with partner agencies to provide support and assistance.</li> <li>• Ensure that new tenants are supported in moving into their new accommodation.</li> <li>• Ensure that in all instances if there are any concerns regarding safeguarding of families and individuals, the officer and team will follow appropriate protocols. Training will be provided to support this.</li> </ul>	<p>Housing Allocation Policy</p> <p>Safeguarding Policy</p>



<b>(1) Description of Service Tenancy Involvement</b>	<b>(2) Outputs</b>	<b>(3) Required policies, protocols and standards</b>
<b>E1 Customer Service and Information</b>	<b>In carrying out this service NPH are required to:</b> <ul style="list-style-type: none"> <li>• Provide the tenants with an out of hour's emergency telephone number.</li> <li>• Provide the tenants with information and regular updates on opportunities for engagement, training and tenant-focused events both locally and regionally via tenant's newsletters and magazines.</li> <li>• Regularly monitor tenants' satisfaction with services, implementing changes as identified by tenants.</li> <li>• Regularly provide tenants with training opportunities to enhance their housing and service-specific knowledge.</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Excellence Strategy</li> <li>• Customer Service standards</li> <li>• Tenant Engagement strategy</li> </ul>
	<ul style="list-style-type: none"> <li>• Review and enhance the measurement of customer satisfaction</li> </ul>	<ul style="list-style-type: none"> <li>• For example, Net Promoter Score</li> </ul>
	<ul style="list-style-type: none"> <li>• Monitor and report on the agreed Service Standards where applicable. Review the Standards on an annual basis to ensure they are fit for purpose</li> </ul>	
<b>E2 Consultation</b>	<b>In carrying out this service NPH are required to:</b> <ul style="list-style-type: none"> <li>• Scope, develop and implement a tenant involvement/empowerment strategy and policy.</li> <li>• Develop, implement and regularly monitor service standards and access to services by tenants through the various service improvement panels.</li> <li>• Review existing service arrangements, benchmarking against other Social Landlord's, using feedback from the consultation to identify priorities and to make recommendations for shaping future service delivery.</li> <li>• Consult with tenants in a meaningful and timely manner on any proposed changes to the service or its provision.</li> </ul>	<ul style="list-style-type: none"> <li>• Tenant &amp; Empowerment Standard – Social Housing Regulatory Framework</li> <li>• Tenant Engagement Strategy</li> </ul>
	<ul style="list-style-type: none"> <li>• Conduct a Tenant Survey, minimum of every two years, to all households</li> </ul>	<ul style="list-style-type: none"> <li>• The survey must meet the STAR standard</li> </ul>
	<ul style="list-style-type: none"> <li>• Develop and implement monthly customer satisfaction monitoring based on a stratified sample (e.g. Telephone surveys, interviews 100+)</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct monthly monitoring using independent staff based on a stratified sample</li> </ul>

	<ul style="list-style-type: none"><li>• Service satisfaction surveys</li></ul>	<p>Mixture of:</p> <ul style="list-style-type: none"><li>• Satisfaction letters sent out to customers</li><li>• Satisfaction returns with envelope handed to customer by tradesperson and usually taken back with them</li><li>• Telephone monitoring</li><li>• Postal survey</li></ul>
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<p>(1)</p> <p><b>Description of Service</b></p> <p>Managing the Ecton Lane site &amp; Empty Homes</p>	<p>(2)</p> <p><b>Outputs</b></p>	<p>(3)</p> <p><b>Required policies, protocols and standards</b></p>
<p><b>F1</b></p> <p><b>Managing the site on behalf of the Council</b></p>	<p><b>In carrying out this service NPH are required to:</b></p> <ul style="list-style-type: none"> <li>• Undertake regular fire security checks of the site to ensure there are no breaches of regulations</li> <li>• Ensure that all communal areas and individual plots are part of a programme of inspections</li> <li>• Ensure that by investigation, negotiation and enforcement that tenants comply with their conditions of tenancy, with reference to nuisance and anti-social behaviour</li> <li>• Increase engagement with the traveller community</li> <li>• Provide a single point of contact officer who will be accessible to every tenant on the site</li> <li>• Engage with partner agencies both internally and externally and attend relevant meetings</li> </ul>	<p><b>Policies</b></p> <p>Dealing with Anti-Social behaviour</p> <p>Dealing with Hate crime</p> <p>Tenancy Management Policy</p> <p><b>Protocols</b></p> <p>Taking legal action against tenants for breach of tenancy</p>
<p><b>F2</b></p> <p><b>Empty Homes</b></p>	<ul style="list-style-type: none"> <li>• Advertising of properties via CBL and subsequent allocation of properties</li> <li>• Ensuring rent collection and property maintenance as required by the terms of the individual lease</li> <li>• Sign up of tenants to fixed term tenancies, including tenant verification and support including advice at the end of the tenancy</li> <li>• Tenancy management services to ensure compliance with terms of tenancy &amp; enforcement if required</li> </ul>	<p><b>Protocol</b></p> <p>Empty homes</p>

## Schedule 2 – Delegations Schedule

(Clause [2.2])

Function	Delegated to NPH	Retained by the Council	Shared	Comments
Repairs & Maintenance	Y			Planned, cyclical and responsive
Tenancy Management	Y			Housing management (including successions and exchanges), tenancy management, leaseholder management
Lettings			Y	Via choice based lettings scheme in accordance with Council's lettings policy
Supporting tenants	Y			Sheltered accommodation, supported living and related advice
Ecton Lane Travellers Site	Y			Details included within Schedule 1 service specification
Empty Homes			Y	Details included within Schedule 1 service specification
Consultation			Y	Council has statutory duties here and may wish to consult direct; generally expected that NPH would carry out consultations whether for itself or the Council
Estate management	Y			Including environmental improvements
RTBs			Y	NPH to deal with applications, Council (via LGSS) to process legal work
Management of non-housing assets on estates			Y	Council to deal with the commercial elements; shared where buildings contain both housing and commercial elements

Function	Delegated to NPH	Retained by the Council	Shared	Comments
Housing Advice & Homelessness		Y		Council retains statutory functions – NPH to provide advice to tenants and homelessness prevention
Private Sector initiatives		Y		Including private sector empty homes
Community initiatives			Y	Council to retain community safety and rough sleepers functions; parties to co-operate on community initiatives generally
Regeneration			Y	Parties to work together on regeneration plans to the housing estates
Policy development			Y	NPH will be required to comply with relevant new policies developed by the Council
Stock surveys	Y			As per the Housing Asset Management Strategy
Aids and Adaptations			Y	For all council homes – DFG's for private sector homes remains with the Council
Insurance		Y		Subject to the provisions of clause 30 of the Agreement
Management of HRA			Y	Council's statutory responsibility

## Schedule 3 – Services provided by the Council

### (Clause 18) *Awaiting sign off*

*[Performance standards are to be introduced into the SLAs]*

#### Call Care Service

##### Overall service to be provided:

- Calls Handling for emergency alarm calls from Sheltered Housing Properties.
- Provision of all out of hours calls handling for Northampton Partnership Homes.
- Monitor Lone working for Housing Officers.

##### SLA Services

##### Core Services

##### Sheltered Housing.

- Call Care will provide a 24-hour social alarm monitoring service to the residents of sheltered schemes and sheltered Housing dispersed alarms in accordance with best professional practice as laid down in the Code of Practice for the Telecare Services Association (TSA) and in compliance with the requirements of the customer, Northampton Partnership Homes. Facilitating appropriate responses.
- Call Care will update records within one day of receiving the information.
- Provide information to support the maintenance of the equipment, such as battery replacement programme, warranty's and low battery calls.
- Provide technical support regarding the equipment within the operational remit.
- Programme all new dispersed alarms.
- Maintain an equipment database for all dispersed alarms and monitor stock levels
- Support scheme replacement programme.
- Administration of TV licences.

##### Repairs

- Call Care will provide a call handling service for Northampton Partnership Homes out of ours repairs. Facilitating appropriate responses in compliance with Northampton Partnership Homes requirements.

## **What obligations/requirements from Northampton Partnership Homes**

### **Sheltered Housing**

- Northampton Partnership Homes and Call Care will each nominate a specific person to be responsible for the liaison required.
- Northampton Partnership Homes will provide details of all residents moving into sheltered accommodation to Call Care and will update any changes as soon as the information can be collected.
- Northampton Partnership Homes will alert Call Care before installing, removing or disconnecting equipment.

### **Out of hours repairs**

- ESNT will provide call care with any updates made to procedures.
- ESNT will provide Call Care with monthly rotas and any intermittent updates to the rota.

### **Housing Officers**

- All new details and updates of Housing Officers using the lone worker system will be provided to Call Care.

## **Proposed performance monitoring/review**

Meetings will be held quarterly between the Northampton Partnership Homes and the Call Care Management team.

## **Contract Period:**

**Commencement: 5<sup>th</sup> January 2015 - 5th January 2018**

## **Review process:**

The review for the Service Level Agreements will be on an annual basis to ensure that any changes in service requirements can be implemented in a timely manner for both the Council and Northampton Partnership Homes.

## **Authorised Officers:**

**The Council: Marion Goodman**

**The Company: Gerald Davies**

**Fee: £312,000** (*this figure has been provided by LGSS finance team*)

## Schedule 3 – Services provided by the Council

(Clause 18) *Awaiting sign off*

### Customer Services

#### Overall service to be provided:

Providing an access point for customers through the Customer Call Centre and the face to face reception in the One Stop Shop

#### SLA Services

##### Core Services

- Provide an effective initial point of contact for Customers with any Housing related queries
- Provide advice and guidance where possible to enable solutions at the first point of contact
- Deliver excellent and timely customer services
- Identify points where customers will need to be signposted to alternative agencies or teams who may be able to help with complex queries
- Arrange suitable times for repairs and maintenance visits

#### What obligations/requirements from Northampton Partnership Homes

- To provide a timely response to all repairs and maintenance requests
- Monitor service failures to reduce avoidable contacts
- Ensure all contact details for all officers are kept up to date
- Provide feedback in quarterly meetings around service improvement if necessary
- To provide Customer Services with information and a timescale for external communications which may increase demand
- Provide training on processes to new and existing frontline staff

#### Proposed performance monitoring/review

Meetings will be held bi-monthly between the Head of Housing Technical, or their representative, the Head of Housing Management or their representative and Northampton Borough Council's Head of Customer and Cultural Services, or their representative



**Contract Period:**

**Commencement: 5<sup>th</sup> January 2015 – 5<sup>th</sup> January 2018**

**Review Process**

The review for the Service Level Agreements will be on an annual basis to ensure that any changes in service requirements can be implemented in a timely manner for both the Council and Northampton Partnership Homes.

**Authorised Officers:**

**The Council: Marion Goodman**

**The Company: Gerald Davies**

**Fee: £607,000** *(this figure has been provided by LGSS finance team)*

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## Schedule 3 – Services provided by the Council

(Clause 18) *Awaiting sign off*

### Post Room Service

#### Overall service to be provided:

- Take delivery of, sort, open and deliver incoming post each morning, including a Messenger Van Service between the Guildhall and Westbridge Depot.

#### SLA Services

##### Core Services

- Take delivery of incoming post from Royal Mail at 07.00 daily from Monday to Friday.
- Sort and open incoming post in a secure environment.
- Provide Business Mail Advanced PPI envelopes to ensure maximum discounts with Royal Mail.
- Maintaining NBC's electronic document management system, scanning and indexing documents to acceptable standards and attaching their digital images to existing records or creating new accounts as appropriate
- Accept incoming deliveries and ensure that they reach the correct Recipient.

#### What obligations/requirements from Northampton Partnership Homes

- Communicate specific service requirements (ie: enveloping jobs, large mail outs etc) as soon as they are known.
- Ensure that all outgoing post is specific to the needs of NBC business and that the service is not used for the personal use of individuals.
- Communicate specific service requirements (ie: enveloping jobs, large mail outs etc) as soon as they are known.

#### Proposed performance monitoring/review

Meetings will be held **bi-monthly** between the Northampton Partnership Homes Monitoring officer or their representative and the Post room manager for Northampton Borough Council

#### Contract Period:

**Commencement: 5<sup>th</sup> January 2015 – 5<sup>th</sup> January 2018**

**Review Process**

The review for the Service Level Agreements will be on an annual basis to ensure that any changes in service requirements can be implemented in a timely manner for both the Council and Northampton Partnership Homes.

**Authorised Officers:**

**The Council: Marion Goodman**

**The Company: Gerald Davies**

**Fee: £94,600** *(this figure has been provided by LGSS finance team)*

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## Schedule 3 – Services provided by the Council

(Clause 18) *Awaiting sign off*

### Facilities Services

#### Overall service to be provided:

- To provide a Cleaning Operative to ensure that Westbridge depot is cleaned daily.

#### SLA Services

##### Core Services

- To administer the Mac access system for Westbridge Depot and Guildhall.
- To provide cleaning services for Westbridge Depot and Guildhall.
- To provide a maintenance service for Westbridge Depot and Guildhall.
- To provide a window cleaning service for Westbridge Depot and Guildhall.
- To be responsible for the BEE TEE Alarms intruder contract at Westbridge Depot.
- To be responsible for the annual testing of fire extinguishers at Westbridge Depot (Northants Fire).

#### What obligations/requirements from Northampton Partnership Homes

- Communicate specific service changes as soon as known

#### Proposed performance monitoring/review

Meetings will be held bi-monthly between the Monitoring Officer of Northampton Partnership Homes, or their representative and Northampton Borough Council's Facilities manager

#### Contract Period:

**Commencement: 5<sup>th</sup> January 2015    Termination: 5<sup>th</sup> January 2018**

#### Review Process:

The review for the Service Level Agreements will be on an annual basis to ensure that any changes in service requirements can be implemented in a timely manner for both the Council and Northampton Partnership Homes.

#### Authorised Officers:

**The Council: Marion Goodman**

**The Company: Gerald Davies**

**Fee: £576,581** *This figure has been provided by LGSS Finance team and includes the costs of leasing the Westbridge site)*

## Schedule 3 – Services provided by the Council

(Clause 18 *Awaiting sign off*)

### Print Room Services

#### Overall service to be provided:

- Provide technical expertise, support and production of Graphic & Web Design services. To include production of a wide range of printed documentation, for example; forms, letters, statements, posters, flyers, leaflets, newsletters etc. Advising on cost effective solutions and conducting external print tenders as and when required for specific projects

#### SLA Services

##### Core Services

- Deliver a customer focused, cost effective print and design service
- Complete all work within agreed deadlines and budgets.
- Safeguard corporate branding and adhere to relevant guidelines
- Offer a value for money and high quality service at all times
- Discuss projects directly with responsible officers/stakeholders
- Offer a fast, efficient and responsive service

#### What obligations/requirements from Northampton Partnership Homes

- Adhere to agreed workflows/schedules
- Provide regular and timely updates regarding current & future requirements
- Ensure data provided is accurate
- Provide clear instructions and feedback

#### Proposed performance monitoring/review

Meetings will be held **bi-monthly** between the Northampton Partnership Homes monitoring officer and the Print Room manager for Northampton Borough Council

#### Contract Period:

**Commencement: 5<sup>th</sup> January 2015 – 5<sup>th</sup> January 2018**

**Review process:**

The review for the Service Level Agreements will be on an annual basis to ensure that any changes in service requirements can be implemented in a timely manner for both the Council and Northampton Partnership Homes.

**Authorised Officers:**

**The Council: Marion Goodman**

**The Company: Gerald Davies**

**Fee: £188,100** *(this figure has been provided by the LGSS finance team)*

DRAFT

## Schedule 4

### Payment method for Repairs & Maintenance and Improvements

#### (Clause 10.8)

The Total Fee for Repairs & Maintenance and Improvements will be paid quarterly in advance, for which an *estimated* invoice will be issued.

This would then be adjusted in arrears to take account of actual expenditure in the quarter (**Q**) past.

For example (figures are illustrative only):

#### Quarter 1

Invoice: *Estimate* in advance £6m

#### Quarter 2

Invoice: Q1 Actual expenditure £5.5m

less: Credit *Estimate* paid Q1 £6.0m

Credit adjustment carried forward - £0.5m

Plus Q2 *Estimate* in advance (invoice) £6m

Q2 Amount payable £5.5m

*and so on*

#### Invoicing would be:

Q1 *Estimate* + £6m

Q1 Actual + £5.5m

Q1 Credit note - £6.0m

Q2 *Estimate* +£6.0m

Total Due £11.5m

Total Paid £11.5m

*and so on*

## Schedule 5 – Total Fee

### (Clause 10)

The following table sets out the monetary amounts which will be paid to NPH in order to allow it to deliver services on behalf of the Council. They are grouped into three main areas:

- Management fee to cover the management of the housing (and some limited but ringfenced) General Fund housing services including the management of responsive void and cyclical maintenance as well as management of the capital programme.
- Maintenance expenditure: the actual expenditure on responsive void and cyclical works themselves
- Capital expenditure to deliver the decent homes programme as well as the Northampton Standard all as set out in the agreed Asset Management Strategy

		NPH				
		2015/16	2016/17	2017/18	2018/19	2019/20
		Estimate	Estimate	Estimate	Estimate	Estimate
		£	£	£	£	£
<b>Housing Management &amp; Maintenance(HRA)</b>						
<b>Total</b>	<b>Repairs &amp; Maintenance</b>	14,454,079	14,501,446	14,549,433	14,597,895	14,646,832
<b>Total</b>	<b>General Management</b>	6,317,044	6,340,674	6,364,611	6,388,785	6,413,196
<b>Total</b>	<b>Special Services</b>	3,787,619	3,804,389	3,821,390	3,838,560	3,855,898
	Recharges from the General Fund (*)	6,361,640	6,318,691	6,318,691	6,318,691	6,318,691
<b>TOTAL HRA</b>		<b>30,920,381</b>	<b>30,965,199</b>	<b>31,054,125</b>	<b>31,143,930</b>	<b>31,234,617</b>
<b>Housing General Fund</b>						
<b>Total</b>	<b>Home Choice &amp; Resettlement</b>	638,246	647,497	656,868	666,333	675,890
<b>Total</b>	<b>Travellers Site</b>	203,188	203,355	203,525	203,696	203,869
<b>Total</b>	<b>Private Sector Housing Solutions Team</b>	70,581	71,273	71,974	72,682	73,397
<b>TOTAL GF HOUSING</b>		<b>912,015</b>	<b>922,125</b>	<b>932,367</b>	<b>942,711</b>	<b>953,156</b>
<b>TOTAL REVENUE</b>		<b>31,832,396</b>	<b>31,887,324</b>	<b>31,986,492</b>	<b>32,086,641</b>	<b>32,187,773</b>
<b>HRA Capital Programme</b>		27,257,418	26,257,418	25,257,418	25,257,418	25,257,418
<b>GRAND TOTAL</b>		<b>59,089,814</b>	<b>58,144,742</b>	<b>57,243,910</b>	<b>57,344,059</b>	<b>57,445,191</b>
<b>Analysed by</b>						
	Management - HRA	16,466,303	16,463,753	16,504,692	16,546,036	16,587,785
	Management - GF Housing	912,015	922,125	932,367	942,711	953,156
	Maintenance - Managed Budget	14,454,079	14,501,446	14,549,433	14,597,895	14,646,832
	Capital - Managed Budget	27,257,418	26,257,418	25,257,418	25,257,418	25,257,418
	<b>Total</b>	<b>59,089,814</b>	<b>58,144,742</b>	<b>57,243,910</b>	<b>57,344,059</b>	<b>57,445,191</b>
<b>Notes:</b>						
(*) recharges comprising approx 2.8m from LGSS and £3.5m from GF are currently being reviewed and will be split between the HRA and the General Fund. Accordingly this figure is expected to reduce.						
All figures are subject to the annual approval, by Council, of the HRA and General Fund budgets in accordance with clause 10						
Capital programme excludes £2m pa provision for buy-back of ex-Council properties; such budget remains with NBC						
Capital programme based upon figures provided in support of the Asset Management Strategy						
All items of income associated with the service are assumed to be collected directly to the Council's account						
<b>DRAFT FIGURES AT 1 OCTOBER 2014 SUBJECT TO CHANGE</b>						



## Schedule 6 – Fee Principles

### (Clause 10.6.2)

- 1 The Total Fees for the periods to 31 March 2016 are set out in Clause 10.1 and the Total Fee for 1 April 2015-31 March 2016 is itemised in Schedule 5 together with indicative budgets for the following four Financial Years.
- 2 The Total Fee will be varied each year to reflect any changes to the Delivery Plan and Specification in accordance with Clause 10.6 [and to reflect NPH's agreement to achieve continuous improvement in Clause 13].
- 3 Calculation of the Total Fee will be by reference to the pro forma breakdown in Schedule 5 (subject to any subsequent agreed revisions).
- 4 The Total Fee will always match the cost of the current year's element of the 5 year 'rolling' Delivery Plan, with indicative budgets for the ensuing four years.
- 5 Total Fee discussions under Clause 10.6.2 on the cost of achieving the requirements of the Delivery Plan will take account of the following generic factors:
  - 5.1 competing pressures on the HRA Self-financing and General Fund business plan, either because of reduced resources or increased demands;
  - 5.2 the resultant financial parameters for the Total Fee;
  - 5.3 any addition to, or reduction of, the Services required by the Council as described in the Delivery Plan;
  - 5.4 any adjustment of the performance standards at which the Services are to be delivered as described in the Delivery Plan;
  - 5.5 the additional costs to NPH of a reduced Total Fee (in particular redundancies);
  - 5.6 NPH's obligation herein to identify and deliver efficiencies;
  - 5.7 the amount of surpluses/reserves built up by NPH to the extent available pursuant to Clause 11;
  - 5.8 the resources required by NPH to deliver the Services;
  - 5.9 current and future legislative and regulatory changes;
  - 5.10 contingency events.
- 6 Indicative Total Fee budgets for years 2-5 of the Delivery Plan may anticipate future Total Fee adjustments in accordance with Clause 10 (for example, to achieve savings, cost reductions etc.)

- 7 Any proposals for Total Fee reductions (as part of the adjustments as described in 6.) will recognise the extent to which some of NPH's costs are fixed and/or subject to external change.
- 8 The Total Fee is to comprise three separate elements: (a) the Capital Sum for the Improvement Works; (b) the Repairs & Maintenance Fee; and (c) the Management Services Fee. The Management Services Fee consists of two parts: (i) Housing Revenue Account and (ii) General Fund. The Total Fee will take into account the following:
- 8.1 NPH's Management costs chiefly comprise pay and pensions. Retaining staff involves meeting contractual or statutory obligations and though redundancy reduces on-going costs there is an initial cost to be met
- 8.2 Maintenance costs depend on the size and nature of the Repairs & Maintenance and Improvement Programme and may be inflexible to the extent that they are incorporated in any contract to which the Council or NPH is bound
- 8.3 Improvement costs also depend on the size and nature of the Repairs & Maintenance and Improvement Programme, but recognising that NPH's administration work may not correlate reliably thereto
- 9 The Management Services Fee is drawn in part from the General Fund (for the activities described in the breakdown in Schedule 5).
- 10 Notwithstanding all the above, NPH acknowledges the need to deliver value for money, achieve more for less and to be benchmarked against comparable ALMOs facing similar challenges.

**Schedule 7 – Employee information**

**(Clause 20)**

No.	Post	DoB	Salary	Starting date	LGPS?	Fixed contract end date	Post not fully paid for out of HRA?	Departures from standard Council Ts & Cs	Claims or liabilities

**Due to confidentiality, the information contained within this schedule has been omitted however; the table above details the nature of the information that will be included within the final signed Management Agreement.**

### Annex 1 – Existing Contracts (Clause 5)

Reference no.	Contract description	Contractor	Novation (N)	Contract value (total or per annum)	Retention?	Term dates (including extension)
			Assignment (A) or Retention (R)			
DH01	Delivery of Decent Homes works under a framework agreement - PPC2000 Framework	Kier Services Ltd	N	Est. IRO £4.6 million	No	01.04.13 - 31.03.17 - including 2 year extension
DH02	Delivery of Decent Homes works under a framework agreement - PPC2000 Framework	Lovell Partnerships Ltd	N	Est. IRO £2.1 million	No	01.04.13 - 31.03.17 - including 2 year extension
DH03	Delivery of Decent Homes works under a framework agreement - PPC2000 Framework	Mears Ltd	N	Est. IRO £3.8 million	No	01.04.13 - 31.03.17 - including 2 year extension
DH04	Delivery of Decent Homes works under a framework agreement -with London Housing Consortium	Keepmoat Regeneration Ltd	*N	Est. IRO £1.0 million	No	01.04.14 - 31.03.15
RR01	Refurbishment/Upgrade void properties	A. Ainge & Sons	N	Share of £16 million over 4 years	No	05.01.15 - 04.01.18 plus possible one year extension
RR02	Refurbishment/Upgrade void properties	FSG Property Services Ltd	N	Share of £16 million over 4 years	No	05.01.15 - 04.01.18 plus possible one year extension
RR03	Refurbishment/Upgrade void properties	G .Purchase Construction Ltd	N	Share of £16 million over 4 years	No	05.01.15 - 04.01.18 plus possible one year extension
RR04	Refurbishment/Upgrade void properties	Jeakins Weir Ltd	N	Share of £16 million over 4 years	No	05.01.15 - 04.01.18 plus possible one year extension
RR16	Building materials supply	Travis Perkins Trading Company Ltd	N	£1.5 million	No	01.04.2013 - 31.03.18
TS12	Gas Servicing and Repairs	PH Jones Ltd	*N	£1.1 million	No	Holding over pending the completion of an NPH procurement process for a new contract with NPH to commence 01.14.15.
LG01	Various services	LGSS	R	Circa £10.4 million p.a.	Yes	Initial contract completes May 2018 - rolling 12 months(negotiable) cycle.
HM01	Environmental Services	Enterprise Managed Services Ltd	R	£6.5 million p.a.	Yes	completes 31.03.2018 - 7 year extension

\*NPH wish to assign this contract. NBC not yet consulted.

**Annex 2 - Delivery Plan**

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# Delivery Plan 2015 - 2020

## Northampton Partnership Homes



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## 1. Foreword

Welcome to our first Northampton Partnership Homes Service Delivery Plan.

In the summer of 2012, the Council started consultation with residents and employees about new ways of service delivery that would improve the quality of our housing management. Following an extensive process, which included an Options Review, a decision was made to set up a new, Arm's Length Management Organisation, Northampton Partnership Homes, to operate from 5 January 2015 to run the Council's housing services. The Council has given the new company a contract for 15 years with options to extend.

NPH will be governed by a Board with Council, independent, tenant and employee representatives. We believe that putting residents and employees at the heart of our governing arrangements will bring positive improvements.

This Delivery Plan sets out the Vision, Mission and Values for Northampton Partnership Homes over the next 5 years. It also outlines the challenges faced by the Council and NPH but more importantly explains how NPH is going to invest in the Council's homes and improve the standard of services for tenants and leaseholders. The Delivery Plan will demonstrate how the Council and NPH will work together on issues such as creating safer communities and employment opportunities. It will be reviewed on an annual basis by NPH in partnership with the Council through a process which will involve tenants, other partners and employees.

We would like to take this opportunity to thank all our residents and stakeholders who have helped us to set up Northampton Partnership Homes. We are looking forward to a new and positive relationship between the Council and NPH in the coming years. We would welcome your comments on this Delivery Plan and please continue to let us have your thoughts and views which are highly valued!



David Latham – Chair NPH Board



Cllr Mary Markham- Portfolio Holder Housing

## **2. Introduction**

The initial vision for the new organisation was to provide a Housing Management Service to the residents of Northampton that is not only inclusive but also provides homes and communities which are safe, clean and green.

Northampton Partnership Homes understands that in order to achieve its objectives and guarantee future success, we need to continue to provide an inclusive forum where tenants, employees and partners can be heard and contribute to how we shape our services and manage our homes.

This plan will endeavour to outline the context at a national and local level to which we are working within, and will discuss how NPH will deliver its services to compliment the strategic direction of the Council and Northampton. It will then provide a summary of how NPH plans on meeting its objectives through a detailed and comprehensive framework of actions with specific timescales. These plans will include details regarding resources and review processes that will allow for a continuous improvement programme throughout the term of the agreement.

### **3. Vision, Mission and Values**

STILL BEING DEVELOPED, IS EXPECTED TO BE SIGNED OFF BY 26<sup>TH</sup> NOVEMBER

Building on the initial vision of providing safer, cleaner and greener homes, work has continued with Tenants, Employees and Stakeholders to develop the organisations Vision, Mission and Values that will map out how the organisation develops and continues to engage its customers.

*The remainder of this section is not confirmed and will be informed by the work undertaken by The Connectives*

#### **Vision**

The vision for Northampton Partnership Homes encompasses an overarching agreement from the tenants, the employees, and the partnership organisations that we work with to inform everyone involved what the overall plan is working towards.

#### **Mission**

The Mission for NPH, should clearly define what we as an organisation propose to do, and then should detail who will benefit from this action. Following on from the Vision, NPH should look towards what the tenants' panel recommendations were and include these in the mission statement.

#### **Values**

The values for NPH should once again be drawn initially from what our tenants have asked for, the majority of other ALMO's mention values such as supporting people to live independent lives, taking responsibility as an organisation if things go wrong, involving the Board, members of panels, employees and tenants to inform what the core values should be. These values usually would be used to also inform what the mission statement would be for Northampton Partnership Homes.

## 4. National Context

Social Housing has seen significant changes in recent years where there has been a move from an appointed Regulator (The Audit Commission) governing how Housing services perform and are managed to a self-regulation approach which places an emphasis on tenants being actively involved in how services are monitored and developed. In order to achieve self-regulation guidance has been provided by the current regulator which is the Homes and Communities Agency. To support this guidance new legislation has also been developed which sets out key consumer standards which must be adhered to.

With the introduction of new legislation, there has been the ability for tenants to forge stronger relationships with their housing provider and make a real difference to how their homes and communities are developed. The Localism Act enabled Local Authorities new freedoms and flexibility and includes a 'general power of competence'. This fundamental change has meant that Housing organisations have full control over their finances and are in control of how rental income is reinvested back into the community.

The much publicised Welfare Reform is a government scheme which sets out a series of initiatives, many of which have already been introduced, and have had a direct impact on tenants. The three main elements of the welfare reforms have been the following:

- Introduction of the under-occupancy rules
- Benefit cap
- Universal Credit and direct payment

In addition, the revised regulatory standards now allow the council to offer a range of tenancy options i.e. secure and flexible tenancies and these are dependent on individual circumstances and needs. This is explained in more detail within organisations Tenancy Strategy and Allocation Policy.

The ability to deliver Affordable Housing remains a key objective of many housing providers. Access to funding opportunities has enabled this objective to be met and it will continue to be a key objective of the new organisation.

Finally, with the demise of Supporting People, the Care Act 2014 promotes and reflects a change in emphasis. This now encourages working in partnership with the citizens, their carers or advocates and the community. This has provided a challenge in how we redesign care and support around the individual's needs.

## 5. Local Context

Changes to the national economic climate have had a significant impact locally. Unemployment has risen and salaries are below the national average which leads to challenges in the provision of affordable social housing moving forward. The population of Northampton is on the increase leading to the demand for social housing being far greater than in previous years. We have an ageing population with specific housing requirements and a key issue is meeting the needs of all vulnerable people to allow them to live independently. A rise is expected in the number of people who require support to remain in their homes which may include personal care, help with maintaining a property, adaptations for the disabled and assistance in claiming benefits. In order to meet the challenges faced, a revised Housing Strategy has been developed that sets out to meet the needs of the residents of Northampton both now and in the coming years. The Housing Strategy's key aims are:

- Manage the supply and growth of accessible housing stock
- Create resilient and cohesive communities
- Delivery well designed, high quality homes, neighbourhoods and services
- Improve customer access, opportunity and choice

In order to achieve these aims and meet the requirements set out by the HCA, NPH aim to continue working with existing partners and create new partnerships with local organisations to provide safer neighbourhoods, affordable housing and thriving communities. By creating and building on new and existing communities the aim is to not only provide a safer environment but to improve the health and well-being of residents. A range of strategies have been produced to enable delivery of these priorities which include the Housing Strategy, Corporate Plan for NPH, Asset Management Strategy (appendix 3) and Housing Revenue Account Business Plan.

Through extensive consultation with tenants, employees and stakeholders during the Housing Option review process, the overwhelming need to improve housing management services and accessibility was consistent throughout. Following the review a number of objectives and actions were identified which formed the basis of the key strategic objectives and actions which NPH will be tasked to deliver. These included not only the achievement of the Decent Homes standard but to further introduce and implement a Northampton Standard and greater detail can be found within the Asset Management Strategy.

It was accepted that the voice of the service users experience was pivotal on the road to improvement of housing management within Northampton. Initial work will continue with the established Tenants Panel and Service Improvement Panels.

## 6. Northampton Partnership Homes Strategic Objectives

In order to develop a framework that acknowledges the priorities of Northampton Borough Council and Northampton Partnership Homes, the overarching framework of objectives has been developed as a direct result of what is important to our organisations, our tenants, leaseholders and staff, and the partnerships that help us to improve our services overall.

The strategic objectives that have been derived as a direct result of each plan are as follows:

Strategic Objective 1	Deliver and maintain high quality homes and estates
Strategic Objective 2	Deliver high quality and customer focused housing services
Strategic Objective 3	Improve empowerment, opportunity and access for all
Strategic Objective 4	Develop and maximise partnerships to build stronger, safer and thriving communities in Northampton
Strategic Objective 5	Be an open, inclusive, effectively managed and trusted organisation

The key objectives for Northampton Partnership Homes are set out in appendix 1, detailing the actions required to achieve each key objective, who is responsible and how progress can be monitored.

A detailed summary of all key performance measures is at appendix 2. The measures are closely aligned with the Delivery Plan key objectives and actions and focus on delivering quality service outcomes. As members of Housemark, there is the ability to compare performance with other, similar organisations, identify trends and develop solutions for performance improvement.

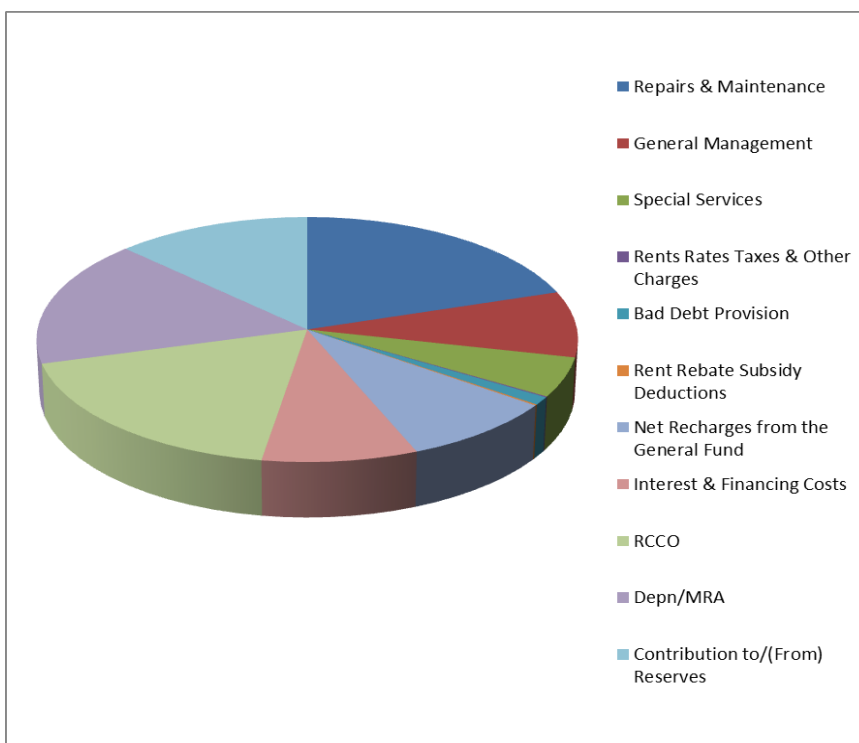
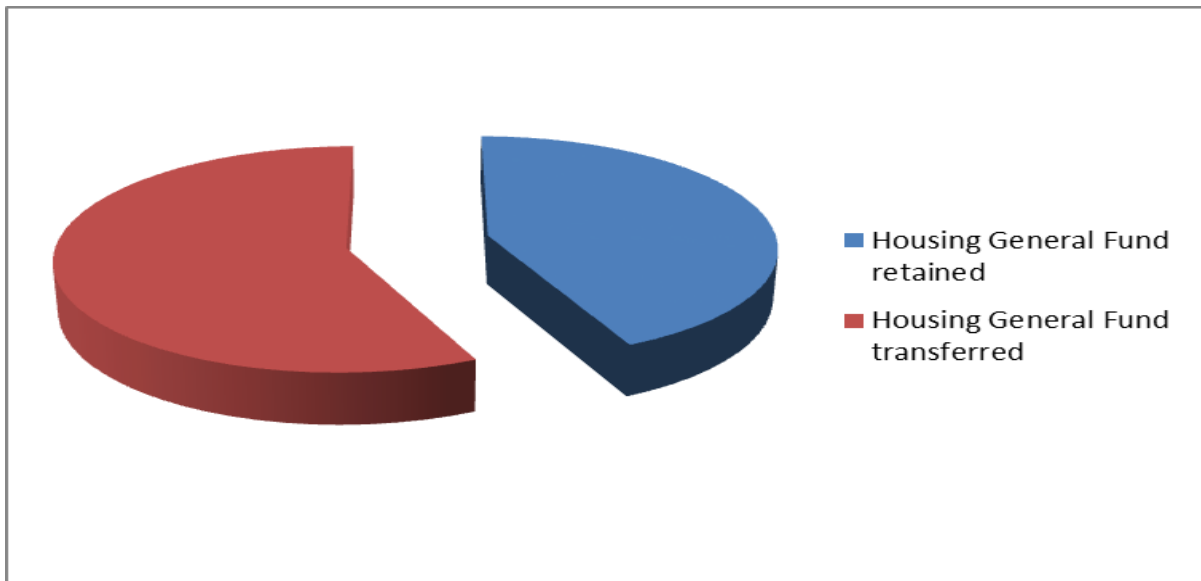
## 7. Resources

### Delivery Plan Insert: resources

PLEASE NOTE ALL FIGURES ARE PROVISIONAL AND SUBJECT TO CHANGE

The resources available to fund the services provided under this delivery plan are drawn from two sources: The HRA and Housing General Fund budgets.

The HGF budget for 2014/15 totals £1.6m of which £912,000 is expected to be paid to NPH to cover the provision of services. In all, 31 of 73 FTE posts are also expected to transfer.



In terms of the HRA, 279 FTE posts are expected to transfer in order to manage and maintain the stock of 12,075 homes, plus 778 leasehold properties, currently managed by the Council.

The total HRA budget for 2014/15 stands at £54m of which £24.6m is to be paid to NPH for revenue services. In addition, a capital programme of around £27m pa is expected to be managed by NPH.

## **8. Governance of Service Delivery Plan**

Whilst the Board will have ultimate responsibility for the delivery plan, as this is a joint document, Council agreement will continue to be sought regards content and direction going forward, and input will be sought from tenants, employees and other key stakeholders. The responsibilities of each stakeholder will be as follows:

### **Board**

The Board will be monitoring delivery and performance at least every quarter, assisted by its committees. These are smaller groups made up of volunteers from the Board that meet regularly to focus on a particular area. Committees make recommendations to the Board who still have the responsibility for any decisions made.

### **Council**

Northampton Borough Council will work with Northampton Partnership Homes to ensure a high level of performance; this will also include input from both parties at both an operational and strategic level.

### **Tenants**

Tenant input, consisting of the Tenants' Panel, Service Improvement Panels (SIPs) and the Leaseholder Forum will have regular information on performance and progress. A Tenant Scrutiny Panel will work through a planned schedule of reviews as well as completing ad-hoc reviews if the need arises based on pre-determined qualifying criteria.

### **Employees**

Employee input, consisting of the Employee Focus Group will have regular information on performance and progress. They will have opportunity to input at an operational level.

### **Benchmarking**

Membership to Housemark will continue. Housemark is an organisation that provides a data analysis and interpretation service. It will help to understand cost, performance and quality and provides the opportunity to compare performance against other, similar organisations.



A robust framework has been devised to ensure the Board, the Council, employees and tenants are able to:

- Be informed
- Challenge
- Drive improvements

This will be across the three main areas of:

- Performance
- Finance
- Risk

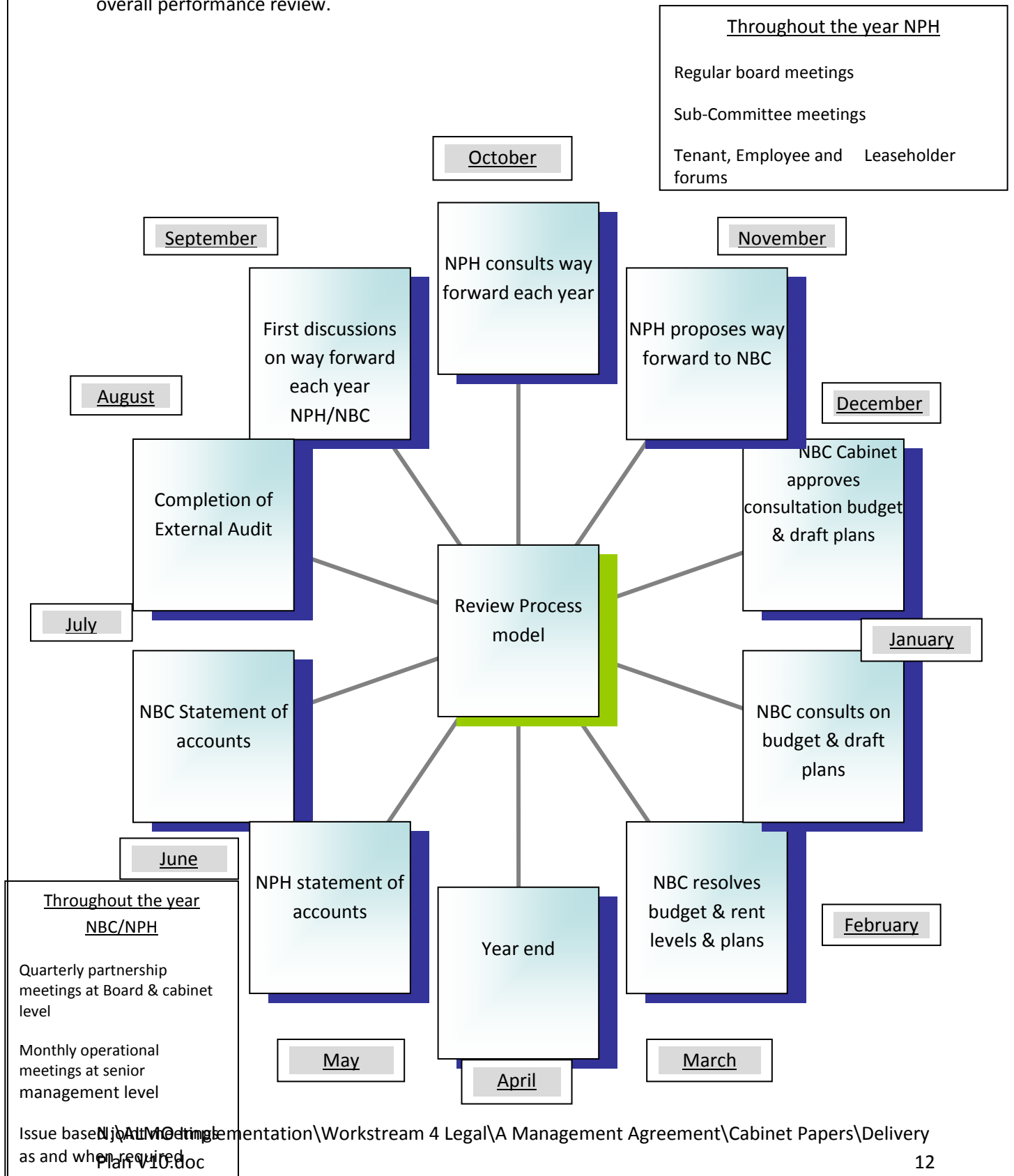
There will be a commitment to ongoing, regular meetings between all stakeholders. These meetings will be well structured and will be very much focussed on the operational, and partnership framework the Council and NPH are adhering to in terms of the joint strategic direction and outcome based services that will be provided.

The meetings will mostly be bi-monthly to ensure that as shared purpose and vision is maintained throughout the first year, with an overall review process throughout the year. These meetings may move to quarterly after the first year, however, it is recommended that in order to maintain a close working relationship in the first year, a bi-monthly process would be beneficial.

Equality considerations will be part of the annual review process. Any changes will be reflected in any future plans.

## 9. Review cycle

The Delivery Plan will be reviewed on an annual basis and will be part of a framework that has been agreed by the Northampton Borough Council and the Northampton Partnership Homes Board. The review will include an in depth analysis of the key objectives and measures, and will include an overall performance review.



## Appendix 1 – Strategic and Key Objectives

1 STRATEGIC OBJECTIVE ONE - Deliver and maintain high quality homes and estates				
Ref	Key Objective	Ref	Action	Source
1.1	<b>Provide well maintained, safe, affordable, secure homes</b>	1	Improve properties to the Northampton Standard	Asset management Strategy – awaiting cabinet approval
		2	Undertake works to improve the energy efficiency of council housing stock	Housing Strategy 3.4 Corporate Plan
		3	Develop a customer focussed and efficient repairs service to deliver responsive and planned repairs	NEW
1.2	<b>Deliver well maintained, clean and safe estates that create thriving neighbourhoods where people want to live</b>	1	In partnership with NBC, work to improve the environmental standards so the Northampton Standard is delivered	Corporate Plan Housing Options Review 10.4
		2	Work in partnership to reduce the fear of crime on estates	Corporate Plan
		3	Work with partners, to deal effectively with ASB, including prevention	Corporate Plan
		4	Develop third sector partnerships to deliver safer, cleaner, greener neighbourhoods	NEW

<b>1.3</b>	<b>Deliver additional well designed, high quality affordable homes to meet housing need</b>	1	Appraise existing HRA assets and identify underutilised land and property, including garages and determine suitable development options	Housing Strategy
		2	Identify and use savings made, along with RTB receipts, to invest in affordable housing	Housing Strategy
		3	Explore and secure external funding opportunities to enable additional affordable housing	Housing Strategy
		4	In partnership with NBC, build affordable council housing in line with HRA Business Plan and regenerate our neighbourhoods	Housing Strategy

2 STRATEGIC OBJECTIVE TWO - Deliver high quality and customer focused housing services				
Ref	Key Objective	Ref	Action	Source
2.1	Improve and maintain tenancy sustainment	1	Ensure housing needs are met	NEW
		2	Ensure tenants needs are assessed and appropriate support is offered in partnership with other agencies	NEW
		3	Enable older people and those with support needs to live independently	Housing Strategy
		4	Ensure allocations and lettings are made on the basis of the Allocations Policy to develop sustainable communities	NEW
2.2	Improve services and satisfaction for all customers	1	Ensure tenancy management maximises use of existing stock to meet need	NEW
		2	Reduce the number of voids and length of time they are empty	
		3	Maximise Income collection by: -Reduce rent arrears -Ensuring service charges are levied accurately at cost -Maximise use of garages -Enforce recharge policy -Maximise other income collection opportunities	NEW
		4	Improve services for leaseholders	NEW
		5	Positively engage with our customers at the Travellers site and continue to develop a range of service improvements	NEW

		6	Reduce isolation and exclusion for vulnerable and older people within NPH's homes	Housing Strategy 2.7
<b>2.3</b>	<b>Develop and maintain effective partnerships to deliver high quality, efficient services</b>	1	Work with partners, including Registered Social Landlords to maximise availability of affordable housing	NEW
		2	Establish and maintain effective partnerships to tackle fuel poverty	Housing Strategy
		3	In partnership, provide advice, support and assistance to our most vulnerable customers	Housing Strategy 2.1.2
		4	Prevent and manage tenancy and allocation fraud	NEW

<b>3 STRATEGIC OBJECTIVE THREE - Improve empowerment, opportunity and access for all</b>				
<b>Ref</b>	<b>Key Objective</b>	<b>Ref</b>	<b>Action</b>	<b>Source</b>
<b>3.1</b>	<b>Measure and improve the level of customer service experienced by the service user</b>	1	Introduce and maintain a satisfaction monitoring framework which drives excellence	Housing Options Review Housing Strategy
		2	Obtain feedback of the customer experience to monitor and deliver improvement in satisfaction	NEW
		3	Improve the customer experience when accessing services	NEW
<b>3.2</b>	<b>Involve customers in designing and evaluating services</b>	1	Use service users feedback to inform improvements across the services	Housing Options Review 10.8 Housing Strategy
		2	Ensure tenant and employee consultation and engagement in development of, or change to, policies and procedures	Options criteria - Housing Options Review 1.6
		3	Meaningful engagement of other stakeholders	Options criteria - Housing Options Review 8.12
<b>3.3</b>	<b>Maximise opportunities for residents to be involved in future</b>	1	Implement and maintain a tenant scrutiny function to influence the performance of the housing service	Options criteria - Housing Options Review 1.3

	<b>governance and service delivery</b>	2	Tenants and customers to be empowered to take ownership of their neighbourhoods through the localism agenda	Options Criteria - Housing Options Review 10.3
		3	Ensure a fully representative tenant engagement strategy is developed	NEW
<b>3.4</b>	<b>Improve customer access to services</b>	1	Maximise use of technology to improve access	NEW
		2	Deliver comprehensive NPH communication strategy	Options criteria - Housing Options Review 1.4
		3	Contribute to the development of the Customer Relationship Management system to improve the customer experience	NEW
		4	Use customer profiling information to design customer facing services	NEW
		5	Use tenant engagement structures to inform the delivery of services	NEW



<b>4 STRATEGIC OBJECTIVE FOUR - Develop and maximise partnerships to build stronger, safer and thriving communities in Northampton</b>				
<b>Ref</b>	<b>Key Objective</b>	<b>Ref</b>	<b>Action</b>	<b>Source</b>
<b>4.1</b>	<b>Make a positive contribution to the local economy through improved employment opportunities</b>	1	Contribute to the creation of job opportunities within the local economy	Taken from Housing Options Review
		2	Develop training and apprenticeship opportunities	Taken from Housing Options Review
<b>4.2</b>	<b>Deliver well designed neighbourhoods</b>	1	Lead estate regeneration initiatives including inward investment in neighbourhoods	Housing Strategy
		2	Continue to improve the management of empty properties in our neighbourhoods	NEW
<b>4.3</b>	<b>Secure additional resources</b>	1	Maximise opportunities of investment and innovation	NEW
		2	Engage with partner agencies and forums to share resources and skills	NEW

<b>5 STRATEGIC OBJECTIVE FIVE - Be an open, inclusive, effectively managed and trusted organisation</b>				
<b>Ref</b>	<b>Key Objective</b>	<b>Ref</b>	<b>Action</b>	<b>Source</b>
<b>5.1</b>	<b>Establish NPH as a high performing housing provider</b>	1	Adopt a culture of continuous improvement which is open and accountable	NEW
		2	Deliver outcome based performance management	NEW
		3	Review industry performance, benchmarking outcomes and accreditation criteria to improve services	NEW
<b>5.2</b>	<b>Manage resources appropriately</b>	1	Co-develop and implement an effective Asset Management Strategy	NEW
		2	Deliver a balanced budget and planned efficiencies ensuring value for money	NEW
		3	Deliver HRA Business Plan to time and within budget	NEW
		4	Realise efficiencies through strategically driven procurement which recognises the need to deliver social value and local opportunities to enhance services	NEW
		5	Invest in an organisational training and development programme	NEW
		6	Effective contract management	NEW
<b>5.3</b>	<b>Ensure there is robust governance throughout the organisation</b>	1	Meet the Authority's statutory requirements with regard to services provided	Including adherence to Social Purposes Act 2012, HCA Standards etc.

		2	Ensure transparency is maintained between what services are received and how they are paid for	NEW
		3	Create suite of organisational standards and behaviours to support mission and values	NEW
		4	Develop and maintain an effective Performance Management Framework including external benchmarking against similar organisations	NEW
		5	Establish and maintain an effective governance structure	NEW
		6	Commission an independent health check at least every five years	NEW
<b>5.4</b>	<b>NPH to be an employer of choice</b>	1	Create a loyal and committed workforce	NEW
		2	Adopt a culture which promotes and celebrates trust	NEW

## Appendix 2 – Measures – Still working progress

Ref	Definition	Reporting frequency	2013-14 actual NBC	2014-15 YTD (Sept) NBC	Benchmark Data* (U/M/L)	15/16	16/17	17/18
<b>1</b>	<b>STRATEGIC OBJECTIVE ONE - Deliver and maintain high quality homes and estates</b>							
PROPOSED	% of homes not achieving the Northampton Standard	<b>Annual</b>						
HI29 (HMPI101)	% of repairs completed during first visit	Monthly	96.69%	97.19%	Top Quartile 96.17 / 89.92 / 81.93	97%	97.50%	98.00%
HI30 (HMPI102)	% of tenants satisfied with most recent repair	Monthly	98.56%	97.41%	Top Quartile 97.95 / 94.03 / 91.65	97.40%	98.50%	99.00%
New2014-15 HI42	Satisfaction with grounds maintenance	Quarterly		28.60%				
New2014-15 HI43	% of blocks cleaned to a satisfactory or better standard	Quarterly		54%				
New	Satisfied with overall quality of home	Bi-annual		71%	Bottom Quartile** (87 / 83 / 79)		<b>TBA</b>	
New	Satisfied with neighbourhood as a place to live	Bi-annual		68%	Bottom Quartile** (87 / 85 / 80)		<b>TBA</b>	
New	Satisfied with the repairs and maintenance service	Bi-annual		67%	Bottom Quartile** (85 / 80 / 75)		<b>TBA</b>	

New 2014-15 HI41	Satisfaction with the way your anti-social behaviour complaint was dealt with	Quarterly		75%	3rd Quartile (ASB Club) 89.25 / 79.00 / 70.00	80%	85%	90%
<b>2</b>	<b>STRATEGIC OBJECTIVE TWO - Deliver high quality and customer focused housing services</b>							
HouseMark	Percentage of new tenants satisfied with the allocations and lettings process	Annual	No data					
PROPOSED	% of introductory tenancies that do not progress to secure tenancies	Quarterly						
HI1	Average time taken to re-let local authority homes (days)	Monthly	28.84	32.26	2nd Quartile 23.06 / 31.9 / 37.78	27	25	22
HI4 (BV69)	Void rent loss	Monthly	1.90%	2.14%	Bottom Quartile 1.12 / 1.74 / 1.90	TBA	TBA	TBA
HI 12 (HMPI210)	Rent Collected as a % of rent owed (ex arrears b/f)	Monthly	99.9	98.62%	Top Quartile 99.92 / 99.63 / 99.20	99.60%	98%	98%
<b>3</b>	<b>STRATEGIC OBJECTIVE THREE - Improve empowerment, opportunity and access for all</b>							
HouseMark	The number of stage 1 complaints upheld in the year (fully or partially)	Quarterly	58.68%	67.00%	2nd Quartile (Complaints Club, Q4 2013/14) 47.92/59.09 /73.91	60%	50%	40%

HI17	Number improvements made as result of tenant involvement	Quarterly	283	237				
HI18	% of tenants satisfied views are taken into account	Bi-annual		52%	Bottom Quartile** (74 / 69 / 64)		TBA	
HI19	LA tenants satisfied with Landlord services	Bi-annual		72%	Bottom Quartile** (89 / 85 / 82)		TBA	
New	Rate NPH as good at keeping tenants informed	Bi-annual		76%			78%	
<b>4</b>	<b>STRATEGIC OBJECTIVE FOUR - Develop and maximise partnerships to build stronger, safer and thriving communities in Northampton</b>							
New	Number of affordable housing units built by NPH in the year	Annual	0					
<b>5</b>	<b>STRATEGIC OBJECTIVE FIVE - Be an open, inclusive, effectively managed and trusted organisation</b>							
PROPOSED	% of performance measures in top quartile	Quarterly		25%		25%	TBA	50%

\* HouseMark benchmark quartiles for Large organisations and ALMO's with >10,000 properties. Quartile position for Year to Date data given. - Compares NBC 13/14 yr end with H/Mark 13/14 Year End

\*\* Quartile position based on HouseMark STAR survey results for 2012/13

### **Appendix 3 – Housing Asset Management Strategy**

**To be inserted post Cabinet approval.**

**This is an agenda item of this Cabinet meeting and is available as a separate item if required.**

## Appendix 4 – Fee Proposal (years 1 to 5)

DRAFT: management fees and managed budgets							
NBC v NPH							
Services		NPH					
		Subtotal payable to NPH 2014/15 Estimate	2015/16 Estimate	2016/17 Estimate	2017/18 Estimate	2019/20 Estimate	
		£	£	£	£	£	
	<b>Housing Management &amp; Maintenance(HRA)</b>						
<b>Total</b>	<b>Repairs &amp; Maintenance</b>	14,454,079	14,501,446	14,549,433	14,597,895	14,646,832	
<b>Total</b>	<b>General Management</b>	6,317,044	6,340,674	6,364,611	6,388,785	6,413,196	
<b>Total</b>	<b>Special Services</b>	3,787,619	3,804,389	3,821,390	3,838,560	3,855,898	
	Net Recharges from the General Fund	6,361,640	6,318,691	6,318,691	6,318,691	6,318,691	
	<b>TOTAL HRA</b>	<b>30,920,381</b>	<b>30,965,199</b>	<b>31,054,125</b>	<b>31,143,930</b>	<b>31,234,617</b>	
	<b>Housing General Fund</b>						
<b>Total</b>	<b>Home Choice &amp; Resettlement</b>	638,246	647,497	656,868	666,333	675,890	
<b>Total</b>	<b>Travellers Site</b>	203,188	203,355	203,525	203,696	203,869	



<b>Total</b>	<b>Private Sector Housing Solutions Team</b>	70,581	71,273	71,974	72,682	73,397	
<b>TOTAL GF HOUSING</b>		<b>912,015</b>	<b>922,125</b>	<b>932,367</b>	<b>942,711</b>	<b>953,156</b>	
<b>TOTAL REVENUE</b>		<b>31,832,396</b>	<b>31,887,324</b>	<b>31,986,492</b>	<b>32,086,641</b>	<b>32,187,773</b>	
<b>HRA Capital Programme</b>		27,257,418	26,257,418	25,257,418	25,257,418	25,257,418	
<b>GRAND TOTAL</b>		<b>59,089,814</b>	<b>58,144,742</b>	<b>57,243,910</b>	<b>57,344,059</b>	<b>57,445,191</b>	
<b>Analysed by</b>							
Management		17,378,318	17,385,878	17,437,059	17,488,747	17,540,941	
Maintenance		14,454,079	14,501,446	14,549,433	14,597,895	14,646,832	
Capital		27,257,418	26,257,418	25,257,418	25,257,418	25,257,418	
<b>Total</b>		<b>59,089,814</b>	<b>58,144,742</b>	<b>57,243,910</b>	<b>57,344,059</b>	<b>57,445,191</b>	
<b>Notes:</b>							
Assumed income associated with individual activity areas assumed to be collected by NPH and paid over the NBC. All major classes of income (rents, services charges etc)							