

LEWISHAM HOMES**VARIATIONS TO MODEL MANAGEMENT AGREEMENT**

(27.10.06)

2.1	<ul style="list-style-type: none">• Sustainability• Waste collection and recycling• Young people• Education• Homelessness
6.1	The Organisation shall provide to the Council's Representative by 1 March 2006 an initial draft of the Annual Sections of the Delivery Plan for the first year following the Commencement Date in the Delivery Plan Format.
6.1.4	After the first year the Organisation shall provide to the Council by the 1 st March in each calendar year a draft of the Annual Sections of the Delivery Plan for the year following the next anniversary of the Commencement Date in the Delivery Plan Format'
7.5	At any time following any failure by the Organisation properly to perform its obligations under Clauses 7 and 8 the Council shall be entitled to carry out itself (or to engage a third party to carry out) a review of the Services or any part thereof, including an ALMO Service Review the reasonable costs of which shall be borne by the Organisation. The Organisation shall offer all necessary assistance to the Council and any third party in the carrying out of such review and shall attend such meetings and provide such documents and information as may reasonably be necessary for this purpose
10.2	The Organisation shall provide the Council with such assistance and information as the Council may reasonably require (in line with the Council's budget timetable) to enable it to allocate such expenditure as the Council may incur under this Agreement between its general fund and housing revenue accounts.
14.1	Without prejudice to its continuing obligations under Section 105 of the Housing Act 1985 or Section 137 of the Housing Act 1996 the Council shall whenever reasonably requested by the Organisation to do so or otherwise as the Council shall deem appropriate in connection with the Services consult with its tenants about the subject-matter of this Agreement including but not limited to any decision
14.1.2	to change the status of the Organisation in which circumstances

	the consultation shall take the form of a ballot of secure and introductory tenants.
16.5.2	In the event the Organisation does adopt its own Standing Orders and Financial Regulations in accordance with Clause 16.5.1 it shall not make any significant changes to those Standing Orders or Financial Regulations so without the consent of the Council which shall not be unreasonably withheld or delayed.
16.9	<p>The Organisation shall throughout the Term maintain and implement such quality assurance systems and procedures as are appropriate to enable the Organisation to ensure that the Services are always provided to the Contract Standard and the Organisation shall afford the Council full access to such systems and procedures for audit or other purposes. In the event that the Organisation fails to comply with this Clause the Council shall be entitled to:-</p> <p>16.9.1 establish its own quality management systems and procedures;</p> <p>16.9.2 require the Organisation to use the same.</p>
16.14 -16.6	<p>16.14 The Organisation shall notify the Council's Representative immediately upon becoming aware of a matter which the Organisation reasonably considers may be a conflict of interest for the Organisation in providing the Services.</p> <p>16.15 Following receipt of such notification, the Council's Representative and the Organisation's Managing Director shall meet as soon as reasonably practicable to discuss the potential conflict of interest and use all reasonable endeavours to agree upon steps to be taken by the Organisation to eliminate the risk of such potential conflict of interest arising.</p> <p>16.16 The Organisation shall not depart for its primary objects as set out in its Memorandum of Association and shall not carry out any of the said objects in areas where the Council does not own or manage stock without the prior written consent of the Council which will not be unreasonably withheld.</p>
17.1 – 17.2.1	<p>17.1 Without prejudice to the particularity of other Clauses in this Agreement the Organisation shall comply with all statutory requirements to be observed and performed in connection with the Services and shall discharge all statutory functions of the Council delegated by the Council to the Organisation for the purposes of this Agreement pursuant to section 27 of the Housing Act 1985 (as amended).</p> <p>Nothing in this Agreement shall fetter or limit the Council's ability to discharge its statutory functions.</p>

	<p>17.2.1 Save in so far as the same arises out of an express provision of this Agreement, the Organisation shall have no right, remedy or claim against the Council arising out of or under this Agreement for any act of omission of the Council whether as planning authority or otherwise.</p>
19.2.4	<p>all relevant policies, rules, procedures, standards and Standing Orders, the Council's Constitution, its Procurement Code of Practice and Financial Regulations of the Council;</p>
19.3	<p>The Organisation shall, for the purposes of enabling the Council and the Council's Representative to satisfy themselves as to the Organisation's compliance with this Clause 19 maintain, at all times, accurate and up to date records of all of the personnel of the Organisation who are or who are likely to be involved in the provision of the Services, including their names, qualifications, and capacity in which they are engaged and attendance records and shall on written request from the Council provide these to the Council Representative.</p>
20.6-20.7	<p>20.6 The personnel of the Organisation engaged in or about the provision of the Services shall be under the control and direction of the supervisory personnel of the Organisation. However, the Organisation shall nevertheless ensure that the personnel of the Organisation whilst on Council premises comply with any necessary instructions and requests given to them by the relevant Council's premises manager.</p> <p>20.7 The Organisation shall ensure that the personnel of the Organisation do not behave in a manner calculated or likely to be offensive to customers of the Services by virtue of their age, gender, colour, race, ethnicity, culture, religion, disability or sexual orientation, nor in a manner which is insensitive to the needs of customers with learning difficulties or customer suffering from emotional or behavioural disturbance or customers who do not have English as their first language.</p>
24.11	<p>The Organisation shall ensure that it has suitable security policies and procedures in place to protect the integrity of its systems and data and that these comply with best industry practice, the Council's requirements and the requirements of the Data Protection Act 1998 and other relevant legislation</p>
26.2	<p>Neither party shall knowingly do anything which places the other in breach of its obligations under the Data Protection Act 1998 or under the Human Rights Act 1998 or the Freedom of Information Act 2000</p>

33.3	<p>The Organisation shall initially comply with and adopt as its own the Council's complaints policy as the same may be amended from time to time. The Organisation may adapt the policy over time to comply with best practice and legislation subject to approval by the Council which shall not be unreasonably withheld or delayed. Any questions received by the Organisation from the Council's elected members shall be dealt with in accordance with the protocol in Annex 6.</p>
33.6.6 – 33.11	<p>33.6 Where a local commissioner appointed by the Commission for Local Administration under the Local Government Act 1974 (the "Local Government Ombudsman") conducts an investigation arising out of or connection with the provision of the Services or any part of them, the Organisation shall:</p> <p>33.6.1 provide any information requested by on behalf of Local Government Ombudsman in the time scale allocated;</p> <p>33.6.2 attend any meetings with the Local Government Ombudsman or her\his representative or the Council and permit members of the Organisation's personnel so to attend;</p> <p>33.6.3 promptly allow access to and investigation of any relevant documents and data and, if requested, provide copies;</p> <p>33.6.4 permit the Local Government Ombudsman (or her\his representative) and/or the Council to interview face to face or over the telephone any members of the Organisation's personnel in connection with the investigation;</p> <p>33.6.5 arrange for relevant members of the Organisation's personnel to appear as witnesses in any ensuing legal proceedings or internal proceedings of the Council;</p> <p>33.6.6 co-operate fully and promptly in every way required by the Local Government Ombudsman during the course of the investigation; and</p> <p>33.6.7 at the request of the Local Government Ombudsman or the Council, issue a suitable apology to the complainant.</p> <p>33.7 For the avoidance of doubt, no additional payment shall be made to the Organisation for performing the requirements set out in Clause 32.1 above.</p> <p>33.8 For the avoidance of doubt where any financial redress or other compensation is recommended by the Local Government Ombudsman in any investigation arising directly or indirectly out of the provision of the Services or any other action by the Organisation or the Organisation's personnel, then the Council shall be entitled to recover the</p>

	<p>cost of that financial redress or other compensation paid by it to the complainant pursuant on or after from the Organisation in accordance with Clause 33.</p> <p>33.9 At the request of the Council, the Organisation shall cooperate fully with the Council's Monitoring Officer in the investigation of any complaint concerning any act or omission by the Organisation in carrying out its obligations under this Agreement which may amount to contravention of any entitlement or rule of law or maladministration. The Organisation shall bear the cost of any payment which the Council's Monitoring Officer, after carrying out an objective investigation into any complaint by a person, advises should be made on behalf of the Council to remedy that complaint if that officer considers the person has sustained injustice as a result of maladministration by the Organisation in connection with the provision of the Services.</p> <p>33.10 Where the Local Government Ombudsman has made a recommendation or recommendations to the Council in respect of a complaint about the Organisation's performance of the Services, the Council shall be entitled to require the Organisation to implement such recommendation(s).</p> <p>33.11 Where a complaint about the Organisation's performance of the Services is referred to the Local Government Ombudsman and the Local Government Ombudsman decides to investigate that complaint, the Council shall take over the handling of that complaint from the Organisation and the Organisation shall comply with its obligations under Clause 32.1.</p>
37.3	The Organisation shall comply with the Council's security regulations including any made for the purpose of the Data Protection Acts 1984 and 1998.
42.2	The Council shall no later than six months from the Commencement date grant and the Organisation shall take the Leases of the premises detailed in Part I of the Third Schedule so as to take effect on the Commencement Date
47.5	DELETED
56.1	Details relating to existing Transferring Employees are set out in Part I of the Fourth Schedule. These details are believed to be correct at the date hereof but the Council does not give any guarantees or warranties in this respect nor that the Transferring Employees listed therein will be in a position to transfer on the Commencement Date, nor that their Clauses of employment will remain unchanged until then. The Council

	will provide details of any material changes which occur to the information contained in Part I of the Fourth Schedule prior to the Commencement Date and will provide to the Organisation upon written request such further factual (but not personal) information relating to the Transferring Employees reasonably required by the Organisation.
56.17 -56.18	<p>56.17 The Organisation shall promptly notify the Council whenever:</p> <p>56.17.1 an employee of the Organisation who is aged 50 or more is retiring by reason of redundancy or in the interests of efficiency; or</p> <p>56.17.2 an employee of the Organisation is retiring voluntarily with the consent of the Organisation on or after age 50 and before age 60; or</p> <p>56.17.3 an employee of the Organisation is retiring on the grounds of permanent ill health or permanent infirmity of mind or body; or</p> <p>56.17.4 the deferred benefit of an employee of the Organisation is brought into payment with the consent of the Organisation on or after age 50 and before age 60; or</p> <p>56.17.5 the deferred benefit of an employee of the Organisation is brought into payment on the grounds of permanent ill health or permanent infirmity of mind or body and the date from which immediate benefits are payable under the LGPS Regulations.</p> <p>56.18 Where any early retirement is effected or a discretion exercised by the Organisation in accordance with the LGPS Regulations and such early retirement or exercise of discretion causes the Council's pension fund additional identifiable costs (such costs to be calculated by the pension fund actuary) the Organisation shall pay to the Council the additional capitalised cost specified by the pension fund actuary by three equal payments, the first payment being made by the end of the Contract Year in which the costs were incurred by the Council's pension fund and the remaining two payments by the end of the next two Contract Years respectively or by the day preceding the date of expiry or termination of this Agreement, if earlier.</p>
62	62.1 This Agreement shall expire on the day prior to the tenth anniversary of the Commencement Date 22 January 2007 unless extended by the Council pursuant to the following provisions of this Clause and subject to earlier termination as provided herein.

	<p>62.2 The Council shall be entitled (but without any obligation whatsoever) to extend the Term for one or more further periods of five years Agreement by giving notice to this effect to the Organisation no later than six calendar months before the date on which the Agreement would otherwise expire pursuant to Clause 62.1</p> <p>62..3 The Council shall be entitled (but without any obligation whatsoever) to terminate this Agreement by giving notice to this effect to the Organisation no later than six calendar months before the fifth anniversary of the Commencement Date</p>
<p>65.9.1- 65.11.3</p>	<p>65.9.1 On termination or expiry of the Agreement:</p> <p>65.9.2 the parties shall co-operate and agree an exit plan (“Exit Plan”); and</p> <p>65.9.3 the Organisation shall comply with the provisions of the Exit Plan and shall promptly provide such assistance and comply with such timetable as the Council may reasonably require for the purposes of ensuring an orderly and efficient transfer of responsibility for provision of the Services to the Council or other organisation.</p> <p>65.10.1 The Organisation shall within five (5) Working Days of receipt of a Termination Notice or ten (10) Working Days prior to expiry of the Contract Period provide to the Council a comprehensive report (which shall be up to date at the date of submission) relating to the provision of the Services including (without limitation) details of any backlogs, work in progress and other information as may be reasonably required by the Council to enable the Council or such other body as it may appoint to plan properly for the transfer of responsibility for provision of the Services.</p> <p>65.10.2 The Organisation shall on the expiry or termination of the Agreement forthwith deliver up to or transfer to the Council (or such other person as the Council may direct) all Service Data, documents and other data (including computerised data in compatible form on to such computer system as the Council may request) in the possession or control of the Organisation which relate to the performance, monitoring and management of the Services as may be reasonably required by the Council as a result of the transfer of responsibility of the Services. Until such delivery or transfer takes place, the Organisation, upon being so requested by the Council, shall afford the Council’s Representative or such other persons authorised by the Council’s Representative access to the Service Data, documents and other data for the purposes of undertaking or arranging for</p>

	<p>the undertaking of the Services</p> <p>65.11 .1 On the termination or expiry of the Agreement, the Organisation shall:</p> <p>(i) vacate and deliver up the Council’s Premises to the Council in the condition required by the leases;</p> <p>(ii) deliver up the Council’s Equipment and the Council’s Computer Systems loaned or licensed to the Organisation, to the Council; and</p> <p>(iii) cease to be entitled to occupy the Council’s Premises or to use the Council’s Equipment and Council’s Computer Systems unless permitted in writing to do so by the Council’s Representative for the sole purpose of completing any outstanding provision of the Services.</p> <p>65.11.2 In the event that the Organisation fails to comply with its obligations under Clause 65.11.1.1 the Council shall be entitled to enter upon and repossess the Council’s Premises.</p> <p>65.11.3 If the Organisation fails to comply with its obligations under Clause 65.11.1.2 the Council shall be entitled (and is hereby licensed by the Organisation to do so) to enter upon any of the Organisation’s premises where the Council’s Equipment and Council’s Computer Systems are located and seize any such equipment and systems which has not been returned</p>
Annex 6	Protocol for dealing with Members Enquiries – see below

**ANNEX 6
PROTOCOL RELATING TO ENQUIRIES BY ELECTED MEMBERS**

This **PROTOCOL** is **BETWEEN**

LEWISHAM HOMES Ltd (“the Organisation”); and

The LONDON BOROUGH OF LEWISAM (“the Council”)

1. Introduction

1.1 Clause 33.3 of the Management Agreement contains a provision stating that any enquiries received by the Organisation from Members of Parliament, from Members of the Council or Officers shall be dealt with in accordance with the Protocol set out in Annex 6.

1.2 This Protocol sets out broad guidelines for contacts between the Organisation and the Council.

2. Objectives

2.1 The Organisation and the Council are committed to ensuring that the interests and well-being of the Council's Tenants are paramount.

2.2 The Council recognises that the Organisation has primacy of purpose in ensuring that the Delivery Plan, the Key Performance Indicators of the service and the key strategic policies of the Council (such as Services, Delivery Plan and strategic policies and legislative requirements as described in the Management Agreement) are preformed and adhered to; and

2.3 The Organisation recognises that the Council has legitimate monitoring and partnership rights within the Management Agreement in respect of the Council's tenants and that the Council's elected members will continue to exercise their constituency functions on behalf of the Organisation's current and future tenants.

3. Maintaining Contact

3.1 Telephone enquiries: The Organisation during its normal business hours will make available a named individual or individuals to answer or deal with telephone enquiries raised by the Council's elected members or officers in respect of issues affecting the Organisation's current or future tenants arising out of the Organisation's responsibilities and to respond as appropriate and as soon as practicable and in any event no later than 10 working days from receipt.

3.2 Written or electronic enquiries: The Organisation will endeavour to answer reasonable written or e-mailed enquiries from the Council's elected members or officers within 10 working days of receipt of such enquiries and will afford access to the tenant's files provided that the tenant in question has given their express written consent. In any event the Organisation will acknowledge receipt of the enquiry within 3 working days

3.3 The Organisation will make available to the Council for distribution to its elected members copies of its regular tenants' newsletters, annual reports and its tenants' handbook and the Council will make available to the Organisation for distribution to its Board of Directors copies of the Council's Communication Strategy and other policies or strategies affecting the Organisation and its functions from time to time.

- 3.4 Each year the Organisation and the Council will organise a joint event to brief each other (amongst other things) as to the housing and other issues of concern to each party and the progress of the Company in honouring its' commitment in the Management Agreement. Such event could involve (at the Organisation's discretion) an open invitation to the Organisation's Annual General Meeting and any presentation thereafter.

- 3.5 For the avoidance of doubt this Protocol is without prejudice to any other partnership arrangements, meetings or other information exchange required by the Management Agreement.