

Cheltenham Borough Council

Summary table of amendments to the management agreement

This table summarises the amendments which are being proposed to the Management Agreement. The current agreement was entered into on 1 September 2009 and it is proposed that the new arrangements will be effective from 1 April 2015.

Clause Number	Commentary
Introduction	Introductory paragraphs have been amended to reflect the fact that, technically, the new Management Agreement will constitute a new agreement (and so requiring the termination of the existing agreement). Consent from the HCA under Section 27 of the Housing Act 1985 will be sought on that basis. Additionally, the introductory paragraphs record the fact that the Council's homelessness service was transferred to CBH in 2013 and the revised Management Agreement and that CBH has undertaken new build development in partnership with the Council.
Clause 2	This clause revises the language used to articulate the role of CBH in delivery its corporate and community outcomes and resulting strategies.
Clause 3	This clause revises the language used in CBH's delivery of equality and diversity outcomes.
Clause 4	This clause revises the commitments of CBH in relation to tenant engagement and in particular revises the somewhat outdated concept of the "tenant compact".
Clause 5	The process for the settlement and agreement of CBH's business plans and annual plans remains unchanged under the new arrangements and the drafting has been amended to reflect the fact that (unlike when the agreement was last revised in 2009) there are existing business plans and annual plans in the format required by the agreement.
Clause 6	This clause has been updated to reflect the current returns required of the Council/CBH in relation to the housing services covered by the agreement.
Clause 13	This clause is required by the HCA in its capacity as social housing regulator and reflects the fact that the Council itself is a registered provider of housing registered with the HCA (and is therefore subject to its regulatory regime for local authority landlords).
Clause 14	This clause has been revised to reflect the fact that the tenants handbook is a matter for housing management (rather than

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	something which creates legal relationships between the landlord and tenant) and, as an operational matter, it is more appropriate for CBH to have discretion to amend the handbook without reference to the Council.
Clause 15	This clause has been updated to reflect current practice and guidance in relation to safeguarding.
Clause 18	Provisions relating to the letting of contracts in connection with the housing service have been amended to reflect the fact that the majority of contracts in connection with the housing services are now let by CBH.
Clause 20	This clause records the incorporation of Cheltenham Borough Homes Services Limited which was incorporated as a "design and build" company to facilitate the new housing development activities being undertaken by CBH.
Clause 21	This clause records the fact that IT services for CBH are now provided under the shared services arrangements with Forest of Dean District Council and that arrangements will expire on 31 March 2016; there is a separate agreement between CBH and Forest of Dean District Council to govern the provision of those services and, accordingly, the (significant) level of detail relating to IT services which is contained in the agreement and it omitted from the revised agreement.
Clause 22	The drafting in relation to data protection has been updated to reflect current best practice and revisions to the regulatory framework.
Clause 24	A new clause has been included in the new arrangements to deal with dealing with requests made of either the Council or CBH under the Freedom of Information Act.
Clause 40	This clause records the arrangements for the provision of services to CBH of the Council's shared services arrangements and in particular CBH undertakes to the Council to consult as soon as practicable (and in any event more than 6 months before expiry date of a relevant service level agreement) it intends to terminate service provision under a shared service arrangement.
Clause 52	This clause is a new provision which obliges CBH to consult with the Council if it reviews the staffing structure of its senior leadership team.
Clause 56	New wording has been introduced to this Clause recording the ability of an elected member (who shall be the Leader or a member of Cabinet) to attend CBH board meetings (as an

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	observer and without voting rights) and to receive copies of CBH board papers.
Clause 58	This clause records the fact that parties acknowledge that CBH's role may change as a result of regulatory/statutory requirements, tenant/leaseholder expectations or Government policy objectives and, therefore, as part of the 5 yearly review of CBH's business plans, the operational aspects of the management agreement may require review.
Clause 59 Term and Break Clauses	<p>This clause records the fact that the new arrangement is a 30 year agreement with the ability of the Council to break the agreement on either 31 March 2025 or 31 March 2035.</p> <p>Additionally, there are new clauses required by the HCA to record the fact that the agreement may be terminated if the Council is obliged to agree to an arrangement with a Tenant Management Organisation or if tenants/leaseholders take on management functions pursuant to the right to manage.</p>

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18 February 2015