

**THIS AGREEMENT** is made the                      day of                      2020

**BETWEEN:-**

- (1) **CHELTENHAM BOROUGH COUNCIL** of Municipal Offices, Promenade, Cheltenham, Gloucestershire GL50 9SA ('Cheltenham');
- (2) **COTSWOLD DISTRICT COUNCIL** of Trinity Road, Cirencester, Gloucestershire, GL7 1PX ('Cotswold');
- (3) **FOREST OF DEAN DISTRICT COUNCIL** of High Street, Coleford, Gloucestershire GL16 8HG ('Forest of Dean');
- (4) **THE COUNCIL OF THE CITY OF GLOUCESTER** of Herbert Warehouse, The Docks, Gloucester GL1 2EQ ('Gloucester');
- (5) **TEWKESBURY BOROUGH COUNCIL** of Gloucester Road, Tewkesbury, Gloucestershire GL20 5TT ('Tewkesbury');
- (6) **STROUD DISTRICT COUNCIL** of Ebley Mill, Ebley Wharf, Stroud, Gloucestershire, GL5 4UB ('Stroud');

Together being hereafter referred to as the "Participating Partners".

**Background**

1. This Agreement is for the purposes of the Participating Partners procuring provision of the Services by P3 Housing Limited
2. Stroud District Council has agreed to act as Lead Partner for the procurement on behalf of the Participating Partners to engage P3 Housing Limited for the provision of dispersed accommodation for rough sleepers and to pay invoices to P3 Housing Limited on their behalf.
4. The other Participating Partners to this Agreement will contribute to the Funding as set out in this Agreement.
5. The purpose of this Agreement is to set out the responsibility and contributions for the funding between the Participating Partners to enable the delivery of the Services using the Project Funding.

**AGREEMENT**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 The following terms shall have the following meaning for the purposes of this Agreement:

**Accommodation Protocol:** The document appended at Schedule 3 describing how the Participating Partners will allocate dwellings in connection with the provision of the Services.

**Agreement** means this Agreement and any Schedules;

**Commencement Date** means the date of the Agreement;

**Project Funding** has the meaning given to it in Clause 6 of this Agreement;

**Lead Partner** means Stroud unless replaced by such other of the Participating Partners as may be agreed in accordance with Clause 10;

**Other Partners** means the Participating Partners other than the Lead Partner;

**Service Agreement** means the contract between the Lead Partner and the Service Provider substantially in the form of the draft agreement set out in Schedule 1;

**Service Provider** means P3 Housing Limited who are the appropriately qualified and experienced third party provider of the Services appointed by the Lead Partner;

**Services** means the provision of dispersed accommodation for rough sleepers

**Term** means the period from the Commencement Date until terminated in accordance with Clause 2;

**Key Contact Person** means the person nominated by a Participating Partner pursuant to Clause 5.1.7 of this Agreement

**Force Majeure** means any cause materially affecting the performance by a Participating Partner of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including (without limitation) acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake, epidemic, pandemic and any disaster, but excluding any industrial dispute relating to the Participating Partner in question, its employees, staff, other workers, agents and consultants or any other failure in its supply chain

1.2 Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

1.3 This Agreement shall be several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the Participating Partners.

## **2 TERM**

2.1 The term of this Agreement shall be for the same duration as the Service Agreement or until a maximum of 50 dwellings have been sourced in accordance with the Accommodation Protocol whichever is sooner unless terminated as set out in Clause 10.

2.2 The Agreement may be extended for a further period of one year at the end of the initial period save that any of the Participating Partners may at their election inform the Lead Partner that it does not need further properties to be sourced.

## **3 APPOINTMENT OF LEAD PARTNER AND COLLABORATION**

3.1 The Participating Partners appoint the Lead Partner to act on behalf of the Other Partners in appointing the Service Provider to deliver the Services and in the preparation of the Service Agreement.

3.2 The Participating Partners agree to work in a spirit of mutual co-operation to comply with the terms and conditions of this Agreement.

## **4 LEAD PARTNER'S OBLIGATIONS**

4.1 The Lead Partner agrees that it will:

4.1.1 prepare the Service Agreement for the provision of the Services by the Service Provider;

- 4.1.2 enter into the Service Agreement with the Service Provider for the provision of the Services for the Participating Partners
- 4.1.3 act as the primary contact with the Service Provider on behalf of the Participating Partners;
- 4.1.4 pay to the Service Provider such amounts as may be payable under the terms of the Service Agreement provided that the Lead Partner has received the funding from the Participating Partners and will;
  - (a) establish and hold an account called the "Rough Sleeping Dispersed Accommodation Project Account" on behalf of all the Participating Partners;
  - (b) maintain the "Rough Sleeping Dispersed Accommodation Project Account" in a format agreed by the Participating Partners from time to time and all Participating Partners shall have access to the said account as and when requested;
  - (c) receive each Participating Partner's share of the Project Funding
  - (d) make and provide all appropriate banking and accounting arrangements and services required for the due and proper receipt, holding and application of the Project Funding
- 4.1.5 act in the best interests of the Participating Partners in the management of the Service Agreement
- 4.1.6 not delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms.

## **5 THE PARTICIPATING PARTNERS' OBLIGATIONS**

- 5.1 Each Participating Partner agrees to:
  - 5.1.1 act in good faith with transparency honesty and openness towards the others and use reasonable endeavours to observe the terms of the Service Agreement and this Agreement;
  - 5.1.2 do all things reasonably necessary or desirable to give effect to the Agreement;
  - 5.1.3 pay its contribution to the Project Funding for the Services at the time and in the manner provided for in Clause 6.2 below;
 

contribute such contribute such resources, including officer time, as is reasonably required to give effect to the Agreement use reasonable endeavours not do or cause to be done anything or omit to do anything which would result in the Participating Partners breaching the terms of the Service Agreement or otherwise giving the Service Provider the right to terminate the Service Agreement, for the avoidance of doubt, the Service Provider will maintain contact with the parties to this agreement where necessary.
  - 5.1.5 nominate a Key Contact Person who shall have authority to liaise with the Lead Partner upon matters arising from this Agreement IT BEING AGREED that the Participating Partners initial Key Contact Persons shall be the persons specified as such in Schedule 2 and any change to a Participating Partner's Key Contact Person shall be notified to the other Participating Partners within 14 days of the change being made5.1.7 Use reasonable endeavours to make such arrangements as are necessary to support people accommodated in the dwellings'

## 6 PROJECT FUNDING

### 6. Project Funding

- 6.1 The Participating Partners have agreed to contribute the following maximum total amounts payable on the terms set out 6.2 to the Project Funding to fund the Services and any extension of the Service Agreement in the event that it is extended in accordance with the terms of the Service Agreement:

<b>Participating Partner</b>	<b>Total Contribution</b>
Cheltenham	£16,666
Gloucester	£16,666
Cotswold	£16,666
Forest	£16,666
Stroud	£16,666
Tewkesbury	£16,666

- 6.2 In consideration of the services to be rendered by the Lead Partner under this Agreement the Other Partners agree to pay their respective share of the Total Contributions to the Lead Partner as they fall due on a pro rata basis at such time as the tranches of 10 dwellings are sourced up to a maximum of 50 dwellings (Five tranches of £3,333.20) within 30 days of receipt of an invoice from the Lead Partner for the sum due who will issue the invoices when it receives the invoice from the Service Provider .

## 7 INDEMNITIES

- 7.1 Each of the Participating Partners (either as lead Partner or as one of the Other Partners) shall indemnify and keep indemnified each other against all claims and losses arising directly or indirectly out of or in connection with a failure by the relevant Participating Partner to comply with its obligations under this Agreement.

## 8 MONITORING, REVIEW AND DISPUTE WITH THE PROVIDER

- 8.1 The Participating Partners agree to set up a Co-ordinating Group in accordance with the following provisions of this Clause 8.1

- 8.1.1 the size and membership of the Co-ordinating Group shall be determined from time to time by the Participating Partners and shall consist of the Key Contact Persons with no Participating Partner being entitled to nominate more than one representative to the Co-ordinating Group.

- 8.1.2 The Co-ordinating Group shall monitor and review the progress of the Services in line with the detail specified in this Agreement and the Service Agreement in particular:

- a. Address non-performance in line with the terms and conditions of the Service Agreement; and
- b. In the event of non-performance by the Service Provider consider options for remedies and shall agree how any costs associated with taking action or otherwise acting to rectify any issues is apportioned between the Participating Partners

- 8.2 The Lead Partner will monitor and review the progress of the Service Provider in line with the frequency and detail specified in the Service Agreement.

- 8.3 In the event of continued default in performance by, or disputes with, the Service Provider the Lead Partner will seek legal advice from its internal legal team and then report options for remedies to the Other Partners who shall decide the action that should be taken to remedy

such continued default by the Service Provider (such remedy may include the early termination of the Service Agreement).

- 8.4 If due to a dispute with the Service Provider it is necessary for the Participating Partners to seek advice or support from an external legal firm or counsel the costs of such advice or support shall be shared equally by the Participating Partners IT BEING AGREED that the Participating Partners shall agree to the instruction of external legal advice in writing and the amount of any expenditure before it is incurred.

## **9 WARRANTY**

- 9.1 Each of the Participating Partners warrants that:

9.1.1 it has the necessary right and authority to enter into this Agreement; and

9.1.2 the signatories hereto for and on behalf of the Participating Partners are authorised and fully empowered to execute this Agreement on that Participating Partner's behalf.

## **10 TERMINATION AND CHANGE OF LEAD PARTNER**

- 10.1 This Agreement may be terminated:

10.1.1 by effluxion of time;

10.1.2 by the Lead Partner giving not less than 14 days' notice to the Other Partners in the event the of the early termination of the Service Agreement;

- 10.2 Upon termination of this Agreement the Participating Partners will do anything reasonably necessary to bring about an efficient termination of this Agreement

- 10.3 If a Participating Partner wishes to withdraw from this Agreement ("the Withdrawing Partner), it may do so by giving not less than one month's written notice to the other Participating Partners ("Notice of Withdrawal") provided always that the Withdrawing Partner shall first have paid its share of the contribution to the Project Funding for the dwellings sourced up to the time that Notice of Withdrawal is given to the Lead Partner in accordance with Clause 6.2 of this Agreement and agrees to reimburse the remaining Participating Partners the costs, penalties or other losses arising from the Withdrawing Partner's withdrawal from the Agreement.

- 10.4 If the Participating Partner which is from time to time the Lead Partner wants to resign from that role it will give the Other Partners not less than one month's prior written notice of its resignation from the role of Lead Partner. The Other Partners will meet before the expiry of the notice period and agree which of the Other Partners will take over the role of Lead Partner. The Partner that has given notice of resignation from the role of Lead Partner will assist in the handover of this role to the new Lead Partner as far as it is reasonably able to.

## **11 FORCE MAJEURE**

- 11.1 If a Participating Partner is affected by Force Majeure it shall forthwith notify the other Participating Partners of the nature and extent thereof.

- 11.2 No Participating Partner shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Participating Partners, and the time for performance of that obligation shall be extended accordingly.

- 11.3 If the Force Majeure in question prevails for a continuous period in excess of three months, the Participating Partners shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

## **12 PUBLICITY AND PUBLIC RELATIONS**

- 12.1 The Participating Partners will co-operate and consult with each other in respect of any matter involving public relations in so far as reasonably practicable having regard to the nature and urgency of the issue involved. The Participating Partners may agree protocols for the handling of public relations from time to time.

## **13 FREEDOM OF INFORMATION**

- 13.1 The Participating Partners acknowledge that they are subject to the requirements of the code of practice on access to government information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations ("EIR") and shall assist and cooperate with each other to enable Participating Partner to comply with their information disclosure obligations.
- 13.2 The Participating Partners shall provide all necessary assistance as reasonably requested by the other Participating Partners to enable the other Participating Partners to respond to any requests for information that fall under the FOIA or EIR and is related to the Project ("Request for Information") within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 13.3 The Participating Partner who received the initial request for information shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the code of practice on access to government information, FOIA or the EIR.
- 13.4 The Participating Partners shall ensure that all information produced in the course of the agreement is retained for disclosure and shall permit the other Participating Partners to inspect such records as requested from time to time.

## **14. Data Protection Act 2018 / GDPR**

- 14.1 With respect to the Participating Partners' rights and obligations under this agreement, the Participating Partners agree to each comply with the obligations imposed on them by the Data Protection Act 2018, GDPR and any data protection laws in place from time to time and will ensure that personal data is processed only in accordance with their own policies on data protection, information security and retention of personal data to comply with their obligations under data protection law.

## **15. Equality Act 2010**

- 15.1 The Participating Partners agree to each comply with the obligations imposed on them by the Equality Act 2010.

## **16. COSTS**

- 16.1 Subject to Clause 10.3 each of the Participating Partners shall pay its own costs and expenses incurred by it in connection with the preparation of the Agreement.

## **17. THIRD PARTY RIGHTS**

- 17.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.

**18. DISPUTE RESOLUTION**

- 18.1 Without prejudice to the provisions of Clause 18.2 any disagreement arising between the Participating Partners shall be referred to the Co-ordinating Group who will endeavour to reach agreement on a consensus basis. If the disagreement is not resolved then the Co-ordinating Group will refer the matter to the Heads of Paid Service and/or Chief Executives of the Participating Partners for further resolution and if the disagreement remains then the matter will be referred to mediation as set out in clause 18.2 hereof.
- 18.2 All disputes or differences which at any time arise between the Participating Partners whether during the Term or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the Participating Partners under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred mediation, with the mediator to be determined by the Lead Partner.

**19. NOTICE**

- 19.1 Any notice which is to be given under the Agreement may be sent by hand, post, or email. Such correspondence shall be addressed to Key Contact Person of each Participating Partner unless directed otherwise.

**20.1 VARIATION**

- 20.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Participating Partners (or their authorised representatives).

**21. PROPER LAW AND JURISDICTION**

- 21.1 This Agreement shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. Subject to Clause 18 (Dispute Resolution) any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England and Wales.

**22. NO PARTNERSHIP**

- 22.1 Save for the authority granted by this Agreement for the Lead Partner to act on behalf of and with the approval of the Participating Partners, nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Participating Partners or any of them for the purposes of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships

**AS WITNESS** of which the authorised representatives of the Participating Partners have signed this Agreement the day and year first before written.

SIGNED on behalf of **CHELtenham BOROUGH COUNCIL**

.....  
Authorised Officer

SIGNED on behalf of **COTSWOLD DISTRICT COUNCIL**

.....  
Authorised Officer

SIGNED on behalf of **FOREST OF DEAN DISTRICT COUNCIL**

.....  
Authorised Officer

SIGNED on behalf of **THE COUNCIL OF THE CITY OF GLOUCESTER**

.....  
Authorised Officer

SIGNED on behalf of **TEWKESBURY BOROUGH COUNCIL**

.....  
Authorised Officer

SIGNED on behalf of **STROUD DISTRICT COUNCIL**

.....  
Authorised Officer



SCHEDULE 1  
The Service Agreement

**DATED**

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**CONTRACT FOR THE PROVISION OF DISPERSED ACCOMODATION BY P3 ON BEHALF OF  
STROUD DISTRICT COUNCIL  
BETWEEN  
STROUD DISTRICT COUNCIL  
and  
P3 HOUSING LIMITED**

**SUPPLY OF SERVICES CONTRACT  
CONTRACT DETAILS**

**DATE:**

Council:	Stroud District Council
Council's address:	Council Offices, Ebley Wharf, Ebley, Stroud Gloucestershire GL5 4UB (the Council)
Council's representative:	Name: Pippa Stroud Title: Housing Strategy and Community Infrastructure Manager Email: pippa.stroud@stroud.gov.uk Telephone: 01454 434099 Postal Address: As above
Supplier:	P3 Housing Limited (No.09668602) (the Supplier)
Supplier's address:	Eagle House, Cotmanhay Road, Ilkeston, Derbyshire DE7 8HU
Supplier's VAT number:	N/A
Supplier's representative:	Name: Matt Gasside Title: Head of Support and Community Services Email: Matt.Gasside@p3charity.org Telephone: 07794280875 Postal Address: P3, Montrose House, Wellington Street, Cheltenham GL50 1XY
Services Start Date:	The date hereof.
Services:	As further detailed in Schedule 1.
Charges:	The Council will provide funding of £2,000 per dwelling secured, up to a maximum of 50 dwellings secured in Gloucestershire and made available to former rough sleepers, or to those at risk of rough sleeping.
Schedules:	Schedule 1: Services Schedule 2: Charges Schedule 3: Data Processing

**THE CONDITIONS  
PREAMBLE**

- a) This Contract outlines the terms and conditions under which the Supplier will provide dispersed accommodation services on behalf of the Council which is sourcing the accommodation on behalf of itself and Cheltenham Borough Council Cotswold District Council Forest of Dean District Council Gloucester City Council and Tewkesbury Borough Council.
- b) The objective is to provide a basis and framework for the delivery of high quality accommodation that meets the needs of former street homeless persons in Gloucestershire through effective partnership working.
- c) The Council has various statutory duties and powers regarding homeless persons arising under:
  - a) Part VII of the Housing Act 1996 (the Act) and
  - b) Homelessness Act 2002
- d) The Supplier has agreed to assist the Council to perform its duties under the Legislation by providing access to appropriate accommodation as detailed below and will source, secure and manage appropriate accommodation from the private sector in order to provide accommodation services to former rough sleepers.
- e) The Supplier will provide Intensive Housing Management to tenants, if eligible, to ensure that they are settled and able to maintain their tenancy. Where required, the Supplier will link to other housing related or additional support services.

- f) The Council will provide funding as set out herein in a per dwelling basis which will be to cover the deposit bond, set up costs and basic essential furnishings (where required) for each dwelling.
- g) This Contract is made up of the following:
  - The Contract Details.
  - The Conditions.
  - The Schedules specified in the Contract Details.

If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1(g), a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Signed by  
for and on behalf of Stroud District Council

.....  
**Keith Gerrard Strategic  
Director Communities**

Signed by Jo Summers  
for and on behalf of P3 Housing Limited

.....  
Director

## Agreed terms

### 1 Interpretation

#### 1.1 Definitions:

**Charges:** the charges payable by the Council for the supply of the Services by the Supplier, as set out in the Contract Details

**Conditions:** these terms and conditions set out in clause 1 (Interpretation) to 20 (Jurisdiction) (inclusive).

**Contract:** the contract between the Council and the Supplier for the supply of the Services comprising the Contract Details, these Conditions and the Schedules.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Data Protection Legislation:** Data Protection Legislation: means (i) The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), the LED and any applicable national implementing Laws as amended from time to time, (ii) The Data Protection Act 2018 and (iii) all applicable Laws relating to personal data and privacy

**Data Subject:** shall have the same meaning as in the Data Protection Legislation.

**Group:** in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

**Intensive Housing Management:** Intensive Housing Management is housing management landlord services provided at a higher level than would usually be necessary to those tenants that need increased assistance to maintain their tenancies. Intensive Housing Management tasks can include:

- Provision of accessible materials and documentation to support the tenant's understanding of their tenancy.
- Advice & assistance to understand and comply with the tenancy conditions

- individual risk assessments to ensure any risks are identified and referrals to support agencies made if necessary
- Regular welfare checks to ensure your safety and well-being (this will be at a frequency agreed with the individual tenants)
- Assistance in sustaining all aspects of the tenancy
- Signposting and accessing support from other services e.g. budgeting support; assistance with debt management from voluntary agencies; accessing support to assist with alcohol/substance related matters
- Increased inspections and maintenance of the building, including health and safety issues, to address increased wear and tear to the property and facilities. Provision of minor repairs and maintenance that a tenant would be expected to do themselves in a general need's tenancy – changing lightbulbs, unblocking sinks, carrying out minor repairs. *“the little jobs around the place which a reasonable tenant would do”*
- Assistance in claiming/managing housing benefit application
- Advice and assistance on using equipment within the property
- Advice and assistance regarding security of the tenants' home
- Monitoring and signposting for social services/ support / care services
- Arranging repairs to communal areas, including fixtures and fittings

**Participating Partners:** the Council, Cheltenham Borough Council, Cotswold District Council, Forest of Dean District Council, the Council of The City of Gloucester, Tewkesbury Borough Council.

**Personal Data:** shall have the same meaning as in the Data Protection Legislation.

**Services:** the services to be provided by the Supplier pursuant to the Contract, as described in Schedule 1

**Services Start Date:** the day on which the Supplier is to start provision of the Services, as stated in the Contract Details.

1.2 Interpretation:

- a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- c) A reference to writing or written includes and email.

## 2. Commencement and term

2.1 The Contract shall commence on the Services Start Date and shall continue until the 31st of March 2021 (the initial period) or until the maximum of 50 dwellings have been sourced whichever is sooner for which purpose the Contract may be extended for a further period of one year at the end of the initial period unless terminated earlier in accordance with clause 2.2 or its terms

2.2 The Contract may be terminated by either party giving the other not less than three months' written notice to terminate save that the Council may at its election inform the Supplier that it does not need any further dwellings and may allow any existing dwellings sourced by the Supplier under this Contract to continue until the need is diminished

## 3. Supply of services

The Supplier shall supply the Services to the Council from the Services Start Date in accordance with the Contract.

3.1 In supplying the Services, the Supplier shall:

- (a) perform the Services with a reasonable level of care, skill and diligence in accordance with best practice in the Supplier's industry;

- (b) co-operate with the Council in all matters relating to the Services and comply with all reasonable instructions of the Council;
- (c) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled;
- (d) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
- (e) ensure that the Services shall conform in all respects with the service description set out in Schedule 0;
- (f) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
- (g) observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Councils premises from time to time and are notified to the Supplier;
- (h) not do or omit to do anything which may cause the Council to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- (i) notify the Council in writing immediately upon the occurrence of a change of control of the Supplier.

#### **4. Council's obligations**

The Council shall:

- (a) provide such access to the Council's data and other facilities as may reasonably be requested by the Supplier and agreed with the Council for the purposes of providing the Services;
- (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request; and

4.1 A failure by the Council to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Council in writing and in reasonable detail of the Council's failure and its effect or anticipated effect on the Services.

#### **5. Data protection**

The parties shall comply with their data protection obligations as set out in Schedule 3

#### **6. Charges and payment**

In consideration for the provision of the Services, the Council shall pay the Supplier the Charges in accordance with this clause six.

6.1 All amounts payable by the Council exclude amounts in respect of value added tax (VAT) which the Council shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

6.2 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Council for payment in advance for every 10 dwellings to be secured and thereafter in advance for every further 10 units if required. Each invoice shall include any supporting information reasonably required by the Council

6.3 The Supplier will immediately repay any sums which have been paid in advance for dwellings which it has not secured or is not able to secure or in the event the Contract comes to an end before all dwellings in that tranche have been secured

6.4 The Council shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.

#### **7. Limitation of liability**

- 7.1 References to liability in this clause 7 include every kind of liability arising under or in connection with this Contract including but not limited to liability in Contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 7.3 Nothing in this clause 7 shall limit the Council's payment obligations under the Contract.
- 7.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- i. death or personal injury caused by negligence;
  - ii. fraud or fraudulent misrepresentation; and
- 7.5 The Supplier's total liability to the Council:
- i. for loss arising from the Supplier's failure to comply with its data processing obligations under clause 5 (Data protection) shall not exceed £10,000,000 on any one occurrence; and
  - ii. for all other loss or damage shall not exceed the total amount of the total cost of the charges under this Contract.

7.6 The Council's total liability to the Supplier except as provided by law shall not exceed the sum of £100,000

## **8. Insurance**

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance employers liability and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Council on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **9. Termination**

- 9.1 Without affecting any other right or remedy available to it, the Council may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- i. there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010) ; or
  - ii. the Supplier's financial position deteriorates to such an extent that in the Council's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
  - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business
  - (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9.3 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## **10. Exit arrangements**

On termination of the Contract for whatever reason:

10.1 the Supplier shall, if so requested by the Council, provide all assistance reasonably required by the Council to facilitate the smooth transition of the Services to the Council or any replacement supplier appointed by it.

**11. General**

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control which for the avoidance of doubt includes epidemic or pandemic and specifically Covid-19.

11.2 If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

11.3 **Sub- Contracting.** The Supplier may not subContract any or all of its rights or obligations under the Contract without the prior written consent of the Council, such consent not to be unreasonably withheld. If the Council consents to any sub-contracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its sub-contractors as if they were its own.

**12. Confidentiality.**

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 12.1

12.1 Each party may disclose the other party's confidential information:

(a) to its employees, officers, members, representatives, Contractors, subors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, members representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.1; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory Council.

12.2 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**13. Entire agreement**

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**14 Variation**

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

**15. Waiver**

15.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

15.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**16. Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**17. Notices**

17.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or at the Councils principal place of business

17.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

- (b) by email at the time it is received in the recipients email server
- (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

17.3 This clause 17 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**18. Dispute resolution**

18.1 Without prejudice to the provisions of Clause 18.2 any disagreement arising between the parties shall be referred to the Co-ordinating Group who will endeavour to reach agreement on a consensus basis. If the disagreement is not resolved then the Co-ordinating Group will refer the matter to the Heads of Paid Service and/or Chief Executives of the Participating Partners for further resolution and if the disagreement remains unresolved then the matter will be referred to mediation as set out in clause 18.2 hereof.

18.2 All disputes or differences which at any time arise between the Participating Partners whether during the Term or afterwards touching or concerning this Contract or its construction or effect or the rights duties or liabilities of the Participating Partners under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Contract shall be referred to a mediator to be agreed upon by the Participating Partners.

**19. Third party rights**

Other than as expressly provided herein the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**20. Governing law**

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

**21. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**Schedule 1 - Services**

**1 General**

The Supplier will provide 50 dwellings comprised of accommodation dispersed throughout the County of Gloucestershire for people who have been sleeping rough or at risk of rough sleeping. The Supplier where eligible will provide support via Intensive Housing Management to the tenants, with the ultimate aim of maintaining their tenancy. The Supplier will, at its sole discretion decide on the appropriate tenure based on its professional opinion. Where required, the Supplier will link to other housing related or additional support services.

The Supplier shall comply with the regulator's requirements in relation to tenancy and property management and its own service standards, as published to tenants.

**2 Services to Tenants**

The supplier shall take reasonable steps to ensure that:

- All dwellings will be of a reasonable standard so that there are no health and safety risks to tenants and occupiers. The standard to be used is Housing Health and Safety Rating System HHSRS1. Tenants of dwellings will be provided with the same repairs and maintenance service, gas safety, electrical safety checks and legionella checks as P3's other tenants and dwellings shall:

- (a) be in a reasonable state of repair

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<sup>1</sup> The Housing Health and Safety Rating System (HHSRS) is a method of assessing housing conditions. It employs a risk assessment approach to enable risks from hazards to health and safety in dwellings to be minimised. The system applies to all dwellings, regardless of ownership.



- (b) provide a reasonable level of thermal comfort
- (c) be sourced in locations appropriate to the client group in terms of access to local services and amenities

and the Supplier shall provide the Council on request with evidence of the qualifications and accreditations of its staff sufficient for the Council to satisfy itself that the Supplier's staff are able to properly determine that dwellings meet the Housing Health and Safety Rating System standard. In the event that the Supplier is unable to determine whether a dwelling meets the Housing Health and Safety Rating System standard they shall refer the matter to the Council who shall make a determination as to whether the standard is met or not.

Tenancies start well and are established quickly

- Tenants needs are met via intensive housing management in partnership with other agencies
- Tenancies are closely monitored through regular home visits
- Action is taken quickly in response to arrears or other tenancy breaches, including in partnership with the Council and specialist agencies

### 3 **The Council**

will contribute to meeting these objectives by:

- Liaising with the Supplier's staff where there are concerns about potential breaches of tenancy
- Maintain other contacts with tenants to help to ensure that they understand their rights and responsibilities
- Ensuring that housing benefit claims are assessed and put into payment within 14 days of submission of a completed claim where possible
- Assessing any risks tenants pose to themselves or to others

### 4 **Facilities**

Where the tenant does not have their own furniture, the Supplier will provide basic furnishings that will stay in the Supplier's ownership and must be left in the dwelling. As a minimum, furnishings should provide means of cooking, keeping perishable food cool, and sleeping.

### 5. **Terminating a Tenancy**

Breaches of any tenancy agreement will be discussed with the tenant and notified to the Council. Each party will assist the other by prompt notification of information about tenant households that might affect the provision of the tenancy (for example, changes in household members, changes of circumstance). The parties will act together to prevent loss of tenancy because of breaches of the tenancy agreement

Tenants will be offered help to sustain their tenancy. The Supplier may terminate the tenancy if the breaches persist, or if the tenant is in serious breach of their tenancy conditions. Should the Supplier decide to bring the tenancy agreement to an end, it will notify the Council at the earliest opportunity and discuss the circumstances with the Council in full, 6 **Performance and monitoring arrangements**

The effective operation of this Contract relies on regular and good quality communication between the Supplier and the Council. The standards set out in paragraph 7 of this Schedule are the minimum, and both parties will take other opportunities for liaison and joint working, particularly for the benefit of tenants and to maintain good relationships between the Supplier and the Council.

### 7. **Liaison meetings**

Representatives of the Supplier and the Participating Partners will meet at least quarterly; the representatives being members of staff at team leader or management level who are empowered to take decisions on behalf of the organisation they represent regarding allocation and tenancies. The matters to be discussed include:

- How and when referrals will be made to the Supplier
- Formats for referrals and feedback
- Approaches to information sharing and monitoring, including Council feedback
- Performance management of the service
- Trends in street homelessness so that the Supplier is better prepared to respond to changes in demand
- Progression of individual case issues, for example, those not participating in managing their arrears or other tenancy issues
- Stock utilisation levels.

The standards set out in this paragraph 7 are intended to ensure an efficient and effective service that manages the risks to each party. It is important that staff members of both parties understand what is expected of them in relation to information-sharing and activities. The parties can agree additional or amended performance standards that ensure the smooth running of the service and reduce risk to each party.

Where there are concerns about the performance of either party, additional monitoring should be introduced to enable understanding of the issues so they can be remedied.

8. **Monthly monitoring reports**

The Supplier will provide to the Council a monthly report that lists all dwellings and key data:

- The address of the property comprising each dwelling (including any newly acquired dwellings) with details of local authority district, property type and size and address.
- The nature of the dwelling (bedroom number, whether shared facilities or self-contained)
- Where void, the void start date
- Where tenanted, household members, tenancy start date, rent account status, other information pertaining to the tenancy (e.g., whether the tenant is bidding for properties, any tenancy breaches or identification of risks).

9. **Quarterly and annual monitoring**

Each quarter and at the end of each financial year, the Supplier will report on the acquisition and utilisation of dwellings in the manner described in paragraph 8 of this Schedule, so that the Council is kept updated about the extent to which property has been acquired and occupied in each Participating Partner's district.

Each party will also monitor and report back to each other on the exchange of notification and communication about nominations, tenants and properties, so that any issues can be picked up and addressed in a timely manner.

Each quarter and annually, the Supplier will provide the Council with a report on targets or indicators agreed by both parties as useful and relevant to the provision of rough sleeper and homelessness services in Gloucestershire. Similarly, the Council will share with the Supplier its statistics on relevant enquiries and decisions.

## **Schedule 2 - Data Processing**

1 **Data Protection**

Both parties will comply with all applicable requirements of the Data Protection Legislation. This schedule is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. Applicable Laws means (for so long as and to the extent that they apply to the Supplier and Council) the law of the European Union, the law of any member state of the European Union and/or Domestic UK law; and Domestic UK Law means the UK Data Protection Legislation in place from time to time and any other law that applies in the UK.

1.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Supplier is the Processor. This schedule sets out the scope, nature

and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.

1.2 The Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any personal data to the Supplier for the duration and purposes of this Contract .

1.3 The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this Contract :

- (a) process that personal data only on the documented written instructions of the Council unless the Supplier is required by applicable laws to otherwise process that personal data.
- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
  - (i) the Council or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- (d) notify the Council immediately if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data;
  - (ii) a request to rectify, block or erase any Personal Data;
  - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Council without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of personal data in breach of this Contract ;
- (g) at the written direction of the Council, delete or return personal data and copies thereof to the Council on termination or expiry of the unless required by the Applicable Laws to store the personal data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this schedule and allow for audits by the Council or the Council's designated auditor and immediately inform the Council if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

## **2. Processing by the Supplier**

### **2.1 Scope**

### **2.2 Nature**

### **2.3 Purpose of processing**

### **2.4 Duration of processing**

## **3. Types of Personal Data**

## **4. Categories of Data Subject**

SCHEDULE 2  
Key Contact Persons

Participating Partner	Key Contact Person
Cheltenham	Martin Stacy, Lead Commissioner – Housing Services
Gloucester	
Cotswold	Caroline Clissold, Housing Manager
Forest	Caroline Clissold, Housing Manager
Stroud	Pippa Stroud, Housing Strategy and Community Infrastructure Manager
Tewkesbury	John Bryant, Acting Housing Services Manager

SCHEDULE 3  
Accommodation Protocol

**P3 lease accommodation**

**Summary**

P3 Housing will provide 50 dwellings comprised of accommodation dispersed throughout the County of Gloucestershire for people who have been sleeping rough or at risk of rough sleeping. The priority focus will be on CEAP placements but will also consider those within the wider pathway and rough sleepers.

P3 Housing will provide support via Intensive Housing Management to the tenants, helping them to maintain and sustain their tenancy. Where appropriate and necessary, P3 will refer to other housing related or additional support services.

The accommodation is for clients with low support needs and will not consider applicants who require accommodation-based support or who have a high level of need.

Priority will be given to those individuals placed under CEAP, and this will include individuals currently in Central Hotel in Gloucester, Open House Stroud, and at other locations provided by the Gloucestershire districts. When scaling down on hotel use Publica and the other rural districts moved individuals from the hotels into other emergency accommodation units therefore this cohort will also be considered.

Accommodation will be sought across the Gloucestershire districts to meet the demand needs of the local authorities.

Information on the demand needs will be made available by the Districts based on individual district need and the assessments carried out by the Housing Options Officers (Rough Sleepers –) and P3 colleagues.

Properties will where available will be acquired in the areas requested, but this may not always be possible. In addition districts are likely to consider allocations to be made based around local connection, but it is understood that there may be a need to work outside of these parameters based on the needs and wants of clients, and for the benefit of long term tenancy sustainability.

Within P3 the Programme Manager (Ella Hawkins) will notify Jeremy Pugh of any units required and when they will be ready to let.

The districts Housing Options Officers (Rough Sleepers) will be the main point of contacts, and all assessment and relevant information for all those being considered will be provided on the main CEAP/assessment spreadsheet.

At this point a meeting will be arranged to discuss the allocation, and it is considered that the districts information will be up to date and ready as to not cause any unnecessary delay in allocation.

There **will not** be any need for further assessment forms to be completed. Allocations will be discussed between P3 and these Officers.

The priority order will be based on a combination of factors which will allow a person centre approach, help ensure a sustainable match, and where appropriate and practical cater for individual needs. The immediate need is to focus on CEAP provided accommodation, followed by clients on the pathway, then those rough sleeping.

- Clients in CEAP accommodation across the districts
- Local connection to the area (although this will not be an overriding factor)
- Date placed into CEAP accommodation
- Individual needs of applicant

In the event that properties are procured that are not required for the CEAP cohort, then P3 will refer to the district authorities for further nominations/allocations of clients on the pathway, and then those rough sleeping.

A clear record of the allocation and reason for the allocation will be kept, and it is the longer-term intention that all allocations are recorded utilizing the districts LOCATA system. This will help in future allocations and for scheme monitoring purposes.

Once a suitable match has been made then P3 will arrange property viewing and sign up, and the districts Housing Options Officers (Rough Sleeper) will update the LA's records (LOCATA when it comes online)

P3 will conduct a review of the success and progress of the scheme and make this information available to the district at the half way point when 25 properties have been secured. This will then allow the districts to provide direction as to where further properties may need to be sought to address any unmet needs

Once P3 Housing have procured all 50 units of accommodation the Partnership will serve the mandatory three months' notice to end the contract. The tenants will already be tenants of P3 Housing and in the majority of cases this is how they will remain.