

This Agreement

Is made on the 14 day of July in the year 2010

Between **Cannock Chase District Council**
AND
Chase Tenants and Residents Federation
(**'The parties'**)

The parties agree to work together to promote the engagement of tenants and leaseholders in the working and improvement of Council housing services and in particular to promote and provide services for Tenants and Residents groups that wish to become so engaged.

Accordingly the parties agree to act in accordance with the terms of the **Agreement** that follows.

Signed _____ Position _____

On behalf of **Cannock Chase District Council**

Signed _____ Position _____

Signed _____ Position _____

Signed _____ Position _____

Signed _____ Position _____

On behalf of **Chase Tenants and Residents Federation**

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NOTE: Schedules listed below are mentioned in this agreement but are not included in this web version - contact us if you require any further information

Schedule 1 – constitution.....	Error! Bookmark not defined.
Schedule 2 – services.....	Error! Bookmark not defined.
Schedule 3 - disputes	Error! Bookmark not defined.
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1. PARTIES TO THE AGREEMENT

This Agreement is made between Cannock Chase District Council (hereafter called 'The Council') and the Chase Tenants and Residents Federation (hereafter called 'the Federation').

2. THE COUNCIL

The Council is a local housing authority under Part 2 of the Housing Act 1985.

3. THE FEDERATION

- a. The Federation is the constituted umbrella support group for the Tenant and Residents Associations of Cannock Chase District Council and works in partnership with all appropriate Agencies operating in the District.
- b. The Federation's constitution is the document in Schedule 1 of this Agreement.

4. STARTING DATE

The Federation shall formalise its responsibilities under the Terms and Conditions of this Agreement taking effect from the Starting Date of 1st day of August 2010 until the date on which the Agreement is ended in accordance with clause 16.

5. SERVICES

- a. The Federation will carry out those services as are specified in the terms of this Agreement as itemised in schedule 2 to this Agreement
- b. Nothing in this Agreement gives the Federation any ownership or other legal rights, or imposes any obligations in respect of the property and resources other than the right to manage and make use of premises provided by the council as a Tenants Resource Centre for as long as resources allow
- c. Nothing in this Agreement affects the Council's legal relationship with its tenants or leaseholders and the Council retains its statutory, contractual and common law obligations to them, and, all other clauses in this Agreement are subject to this clause.
- d. In carrying out services the Federation will comply with the Council's legal obligations.

- e. The Federation may, with the consent of the Council but not otherwise, appoint another person to carry out services identified in the terms of this Agreement as the responsibility of the Federation.
- f. The Federation will agree to carry out the services in accordance with the performance standards annually agreed between the Federation and the Council. The Federation will also agree that in carrying out these services it will give due regard to the statutory duties of the Council in terms of performance.
- g. The Federation agrees to prepare and publish a Code of Governance.

6. CONFIDENTIALITY

- a. The Federation will treat as strictly confidential all information in its possession in relation to tenants, leaseholders, and residents. The Federation will use such information only for the purposes of fulfilling its' obligations under the terms of this Agreement. The Federation will not give the information or permit it to be seen by any other person or organisation without the express advance written consent of the tenant, leaseholder or resident unless it is required to do so by law.
- b. The Council will treat all information about tenants, leaseholders and residents as strictly confidential except where it is necessary for the Council to use such information to fulfil its statutory obligations.
- c. The Federation agrees to publish a Code of Confidentiality to be made available to any interested person by the Starting Date to this Agreement.

7. EQUAL OPPORTUNITIES

- a. The Federation will act in accordance with its Equal Opportunities statement as set out in clause 10 of its constitution. The Federation will operate equal opportunities policies and procedures in exercising all of its duties under this Agreement. By implementing equal opportunities policies and procedures the Federation will ensure that it does not discriminate against any person. Discrimination will not occur on the grounds of race, ethnic origin, disability, nationality, gender, sexuality, age, class, appearance, religion, responsibility for dependents, unrelated criminal convictions, being HIV Positive or having AIDS, or any other matter which causes any person to be treated with injustice.
- b. The Federation will publish its Equal Opportunities Policy and Procedures.

- c. The Federation will keep proper records of the implementation of its Equal Opportunities Policy and Procedures in all aspects of its work including but not limited to:
- Recognition of Tenants and Residents Organisations
 - Consultation with tenants, leaseholders and residents
 - Management and monitoring of all staff and volunteers
 - Federation Committee Membership
 - Resolution of conflicts
 - Complaints & Compliments
 - Involvement in any appointment of staff, contractors or consultants as part of the process of delivering to the terms of this Agreement
 - In relation to liaison and partnering relationships connected to delivery of the Federation's role and responsibilities in meeting the terms of this Agreement.

8. TRAINING

- a. So that the Federation has the necessary skills and knowledge to fulfil its obligations under this Agreement the Federation will ensure that its members, committee members and all staff working with the Federation have access to relevant training opportunities including training in:
- the Federation's constitution and standing orders, committee skills and democratic decision making;
 - Understanding the meaning of Equality of Opportunities and implementation of these policies and procedures;
 - The Federation's obligations and the performance standards referred to in this Agreement; and
 - The skills and knowledge required to enable the Federation to fulfil its obligations to the standards referred to in this Agreement
- b. The Council will, where reasonably practicable, offer the Federation access to training run by the Council to assist the Federation to fulfil its obligations under this agreement
- c. The Council will, within the resources available to it, make every effort to meet any written request for assistance to enable the Federation to fulfil its training obligations as set out in clause 8.
- d. The Federation will prepare a training plan at the beginning of each financial year. A report on the training undertaken by the Federation members and associated staff working with the Federation in the previous twelve months will be presented to the Federation's AGM.

9. CONFLICTS OF INTEREST

- a. The Federation shall provide in its standing orders that committee members, officers or employees and associated staff of the Federation will declare any private or personal interest in any matter related to the carrying out of his or her obligations or services. A person who has declared such an interest will neither attend the discussion leading to a decision on the matter nor vote on it. The Federation will, in reaching its decision on the matter, ensure that corrupt, undue or unfair personal gain is avoided.
- b. Committee members and officers of the Federation shall declare their personal business interests in a register of interests, which will be kept up to date. The register will be kept at the Federation's offices. The register of interests will be open to inspection during the Federation's normal office opening hours by any person wishing to inspect this subject to reasonable notice being given.

10. RIGHTS TO REPRESENT

- a. Where a tenant, leaseholder or resident residing in the District requests the Federation to act on his or her behalf in dealings with the Council, the Council shall accept the Federation as such a representative in cases where the Federation has written consent so to act subject to 9a above (conflict of interest)
- b. Where the Federation requests the Council to recognise it to represent the collective interests of its registered members, the Council will comply with that request.

11. INTERPRETATION OF THIS AGREEMENT AND GENERAL PROVISIONS

- a. This Agreement includes the schedules which form part of the Agreement.
- b. Both parties undertake to use their best endeavours to perform the actions included in this Agreement.

12. VARIATIONS, REVIEW AND MONITORING OF THIS AGREEMENT

- a. By entering into this Agreement the Council and the Federation have entered into a long term relationship providing for the Federation to manage and provide support services to potential and recognised tenant and resident organisations in the District and are committed to a long term future working together.

- b. This Agreement may be varied only where both the Council and the Federation agree through joint negotiation to vary the terms or details of the Agreement.
- c. This agreement will be reviewed annually following date of implementation.

13. FAILURE TO PERFORM

- a. Without affecting any other rights the Council may have under this Agreement or in law, the provisions of the Disputes Procedure which forms schedule 3 will apply where the Council is of the opinion that there has been a failure to perform by the Federation.
- b. Notwithstanding paragraph 13a above, where the Federation becomes aware of any breach or financial irregularity, it shall immediately inform the Council and agree to work with the Council to rectify such breach (if capable of remedy) or irregularity and implement any reasonable instruction of the Council to prevent a reoccurrence of the breach or irregularity

14. COUNCIL SUPPORT

The Council will use its reasonable endeavours subject always to other obligations and budget constraints and resources available to provide the necessary support to enable the Federation to meet its obligations under this Agreement. Subject to this the council will provide the following support:

- a) Representation where resources allow of the Council at meetings as requested by the Federation
- b) Provision of office facilities for the Federation's use
- c) Provision of funding in accordance with a budget and performance plan to be agreed annually in accordance with ...
- d) Provision of resources for a Support Worker employed and funded by the Council in accordance with Schedule 5.
- e) Provision of Council reports on matters related to the housing services and likely to impact on the Council's tenants and leaseholders
- f) Provision where reasonably practical to be consulted on matters where the Council are proposing changes to policy, practice and management and ownership of the Council's homes.

- g) Provision where reasonably practicable to jointly participate with the Council in processes to appoint external contractors or consultants who are commissioned to fulfil or provide services that may impact on the delivery of council housing services.
- h) Liaison with the Federation in the development of the Federation's information and publicity documents and resources including providing information of relevance to the Federation for the purposes of inclusion in Federation information and literature
- i) Promoting the work of the Federation during sign up of new tenancies and throughout the tenancy management process
- j) Including information on any estate agreements (agreed with the local Residents' Association) that are in place in the sign-up pack provided to tenants
- k) Provision of legal advice from the Council's own legal service where this is requested prior to publication of Federation information
- l) Consultation with the Federation in all matters where the Council proposes to change policy, practice and procedures where these may affect the Federation's ability to meet the terms of this Agreement
- m) Notification and advice to the Federation on matters relating the Council's legal obligations where change to current policy is likely to impact on the Federation's ability to meet the terms of this Agreement.
- n) Consideration and response to reporting provided by the Federation and include its own views or recommended actions. Where the Council is of the opinion that it needs to suggest actions on the Federation, it will provide a written account explaining the need for these suggestions.
- o) Support in the following circumstances:
 - In the event that the delivery of services and support by the Federation of any tenant and resident organisation experiences difficulties, and the Federation requests the intervention of an appropriate Council officer this shall be provided by the Council as appropriate. Where the Council is of the opinion that external support is required the Council shall where appropriate agree an appointment process and jointly appoint a provider according to a brief agreed between the Council and the Federation. The costs associated with the agreed appointment of an external or independent support provider shall be covered by the Council outside of funding agreed within the terms of this Agreement.

- In the event that the Council's monitoring of the Federation raises cause for concern the Council shall inform the Federation in writing specifying the details of concerns and agree a meeting date to discuss the matter with the Federation's Executive Committee.
- In the event that the Federation's monitoring of the Council raises cause for concern the Federation shall inform the Council in writing specifying the details of concerns and agree a meeting date to discuss the matter with the Head of Housing.

15. BUDGET, PERFORMANCE, MONITORING AND REVIEW

Performance Monitoring

- a. The Federation will annually prepare a business plan including annual proposals for the provision of services. This will include proposed aims and objectives for the following year.
- b. On this basis, the Federation and the Council will jointly agree a schedule of objectives and performance indicators to be monitored and reported to each party. The initial schedule forms schedule 6 of this Agreement and this will be reviewed and revised annually.
- c. Monitoring information will be provided quarterly or at such frequency as the Council reasonably require in reports to the Council and in the Federations newsletters to wider tenants and leaseholders
- d. An annual review of the Federation's performance will be carried out with the Council including review and approval of the Federation's future Action and Training Plans
- e. The Council will be responsible for taking part in the setting, monitoring and review of performance indicators for the work of the Federation including:
 - Ensuring that the Federation's reports are considered according to a time line schedule agreed with the Federation
 - Council comments provided along with any pertinent recommendations affecting the Council's support for the Federation's annual plans, budgeting and monitoring requirements of the Council
 - Confirmed details that the performance indicators set follow best practice guidance where available

Budgetary Monitoring

- f. The Federation and the Council will together agree details of the Federation's annual budget including the council's financial contribution, prior to the commencement of each financial year. Negotiation meetings shall be scheduled as part of the Council's Budget Planning process and include representatives of the Federation. These meetings shall include but not be limited to considering the following:
- Review of Federation budget headings from the previous financial year
 - Expenditure against headings to date and variance patterns to enable a comparison to be drawn between planned and actual expenditure by heading
 - Areas where limited expenditure resulted in the Federation being unable to meet demands for service (for example, training development needs unmet)
 - Unspent expenditure
 - Future Plans for activity and training
 - Council Consultation Needs
 - Benchmarking information

g The Council and the Federation shall agree a payment structure linked to agreed milestones and performance and framed according to a quarterly payment process to meet the activity and expenditure needs of the agreed plans of both the Federation and the Council.

h The Federation shall offer an Annual Financial Report at each AGM. The Council shall be provided with this report together with draft minutes not more than 10 working days following the AGM. The Federation will produce and submit quarterly financial statements to a designated Council Officer.

16. ENDING THIS AGREEMENT

This Agreement shall come to an end in the following circumstances:

- a) In the event that the Federation has concluded according to its own Constitution to follow the winding up process
- b) In accordance with the Disputes Procedure where the Council has served a Breach notice and the required actions have not been completed by the Federation.
- c) Otherwise at the discretion of either party after giving reasonable notice setting out its intentions including the reasons for these intentions and giving an opportunity for consultation including if appropriate public consultation.
- d) Notice given in accordance with clause 16c above shall not expire before the end of a financial year for which a Federation budget has been agreed in accordance with clause 15f above.