



# C A B I N E T P R O C U R E M E N T A N D I N S O U R C I N G C O M M I T T E E

Monday, 4 December 2023 at 5.00 pm  
Room 44, Hackney Town Hall, Mare  
Street, London, E81EA

Live stream link: <https://youtube.com/live/zNo-yL4CxMM>

Back up link: <https://youtube.com/live/71InaLyacxl>

## Members of the Committee:

Councillor Robert Chapman, Cabinet Member for Finance, Insourcing and Customer Service (Chair)

Councillor Christopher Kennedy, Cabinet Member for Health, Adult Social Care, Voluntary Sector and Culture

Councillor Caroline Woodley, Mayor of Hackney

Councillor Mete Coban MBE, Cabinet Member for Climate Change, Environment and Transport

**Dawn Carter- McDonald**  
**Interim Chief Executive**  
Published on: Friday 24 November  
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[www.hackney.gov.uk](http://www.hackney.gov.uk)

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# Cabinet Procurement and Insourcing Committee

**Monday, 4 December 2023**

## **Order of Business**

**1 APOLOGIES FOR ABSENCE**

**2 URGENT BUSINESS**

The Chair will consider the admission of any late items of Urgent Business. Late items of Urgent Business will be considered under the agenda item where they appear. New items of unrestricted urgent business will be dealt with under Item 11 below. New items of exempt urgent business will be dealt with at Item 18 below.

**3 DECLARATIONS OF INTEREST**

Members are invited to consider the guidance which accompanies this agenda and make declarations as appropriate.

**4 NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATION RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS**

On occasions part of the Cabinet Procurement Committee meeting will be held in private and will not be open to the public if an item is being considered that is likely to lead to the disclosure of exempt or confidential information. In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (the "Regulations"), members of the public can make representations about why that part of the meeting should be open to the public.

This agenda contains exempt items as set out at Item 14, 15, 16, 17 and 18.

No representations with regard to these have been received.

This is the formal 5 clear day notice under the Regulations to confirm that this Cabinet Procurement Committee meeting will be partly held in private for the reasons set out in this Agenda.

**5 DEPUTATIONS/PETITIONS/QUESTIONS**

**6 UNRESTRICTED MINUTES OF THE PREVIOUS MEETING OF CABINET PROCUREMENT COMMITTEE HELD ON 23 October 2023** (Pages 9 - 14)

To confirm the unrestricted minutes of the meeting of Cabinet Procurement Committee held on 23 October 2023.

- 7 **CHE S269 Hackney Residential On-Street Electric Vehicle Charging Points Contract Variation** (Pages 15 - 34)
- 8 **CHE S275 New Homes Programme - Multi Disciplinary, Engineering and Technical Consultancy Services (Contract Award)** (Pages 35 - 52)
- 9 **CED S286 Extension of Temporary Accommodation Dynamic Purchasing System** (Pages 53 - 140)
- 10 **AHI S256 Decision to end the City and Hackney Young People's Clinical Health and Wellbeing (CHYPS Plus) Service - Briefing/For information** (Pages 141 - 158)
- 11 **ANY OTHER UNRESTRICTED BUSINESS THE CHAIR CONSIDERS TO BE URGENT**
- 12 **DATE OF NEXT MEETING**

Meeting will be held on 8 January 2024 at 5.00pm.
- 13 **EXCLUSION OF THE PUBLIC AND PRESS**

Note from the Governance Services Manager

Item 13 allows for the consideration of exempt information in relation to items 14, 15, 16, 17, & 18.

Proposed resolution:

THAT the press and public be excluded from the proceedings of the Cabinet Procurement Committee during consideration of Exempt items 14-18 on the agenda on the grounds that it is likely, in the view of the nature of the business to be transacted, that were members of the public to be present, there would be disclosure of exempt information as defined in paragraph 3 of Schedule 12A to the Local Government Act 1972 as amended.
- 14 **EXEMPT MINUTES OF THE PREVIOUS MEETING OF CABINET PROCUREMENT COMMITTEE HELD ON 23 OCTOBER 2023** (Pages 159 - 162)

To confirm the exempt minutes of the meeting of Cabinet Procurement Committee held on 23 October 2023.
- 15 **CHE S269 Hackney Residential On-Street Electric Vehicle Charging Points Contract Variation (Exempt Appendices)** (Pages 163 - 172)
- 16 **CHE S275 New Homes Programme - Multi Disciplinary, Engineering and Technical Consultancy Services ( Exempt Appendices)** (Pages 173 - 176)

- 17 AHI S256 Decision to end the City and Hackney Young People's Clinical Health and Wellbeing (CHYPS Plus) Service - Briefing/For information (Exempt Appendices) (Pages 177 - 186)**
- 18 ANY OTHER EXEMPT BUSINESS THE CHAIR CONSIDERS TO BE URGENT**

## Public Attendance

The Town Hall is open. Information on forthcoming Council meetings can be obtained from the Town Hall Reception.

Members of the public and representatives of the press are entitled to attend Council meetings and remain and hear discussions on matters within the public part of the meeting. They are not, however, entitled to participate in any discussions. Council meetings can also be observed via the live-stream facility, the link for which appears on the agenda front sheet of each committee meeting.

On occasions part of the meeting may be held in private and will not be open to the public. This is if an item being considered is likely to lead to the disclosure of exempt or confidential information in accordance with Schedule 12A of the Local Government Act 1972 (as amended). Reasons for exemption will be specified for each respective agenda item.

For further information, including public participation, please visit our website <https://hackney.gov.uk/menu#get-involved-council-decisions> or contact: [governance@hackney.gov.uk](mailto:governance@hackney.gov.uk)

## Rights of Press and Public to Report on Meetings

The Openness of Local Government Bodies Regulations 2014 give the public the right to film, record audio, take photographs, and use social media and the internet at meetings to report on any meetings that are open to the public.

By attending a public meeting of the Council, Executive, any committee or sub-committee, any Panel or Commission, or any Board you are agreeing to these guidelines as a whole and in particular the stipulations listed below:

- Anyone planning to record meetings of the Council and its public meetings through any audio, visual or written methods they find appropriate can do so providing they do not disturb the conduct of the meeting;
- You are welcome to attend a public meeting to report proceedings, either in 'real time' or after conclusion of the meeting, on a blog, social networking site, news forum or other online media;
- You may use a laptop, tablet device, smartphone or portable camera to record a written or audio transcript of proceedings during the meeting;
- Facilities within the Town Hall and Council Chamber are limited and recording equipment must be of a reasonable size and nature to be easily accommodated.
- You are asked to contact the Officer whose name appears at the beginning of this Agenda if you have any large or complex recording equipment to see whether this can be accommodated within the existing facilities;
- You must not interrupt proceedings and digital equipment must be set to 'silent' mode;
- You should focus any recording equipment on Councillors, officers and the public who are directly involved in the conduct of the meeting. The Chair of the meeting will ask any members of the public present if they have objections

to being visually recorded. Those visually recording a meeting are asked to respect the wishes of those who do not wish to be filmed or photographed. Failure to respect the wishes of those who do not want to be filmed and photographed may result in the Chair instructing you to cease reporting or recording and you may potentially be excluded from the meeting if you fail to comply;

- Any person whose behaviour threatens to disrupt orderly conduct will be asked to leave;
- Be aware that libellous comments against the council, individual Councillors or officers could result in legal action being taken against you;
- The recorded images must not be edited in a way in which there is a clear aim to distort the truth or misrepresent those taking part in the proceedings;
- Personal attacks of any kind or offensive comments that target or disparage any ethnic, racial, age, religion, gender, sexual orientation or disability status could also result in legal action being taken against you.

Failure to comply with the above requirements may result in the support and assistance of the Council in the recording of proceedings being withdrawn. The Council regards violation of any of the points above as a risk to the orderly conduct of a meeting. The Council therefore reserves the right to exclude any person from the current meeting and refuse entry to any further council meetings, where a breach of these requirements occurs. The Chair of the meeting will ensure that the meeting runs in an effective manner and has the power to ensure that the meeting is not disturbed through the use of flash photography, intrusive camera equipment or the person recording the meeting moving around the room.

## Advice to Members on Declaring Interests

If you require advice on declarations of interests, this can be obtained from:

- The Monitoring Officer;
- The Deputy Monitoring Officer; or
- The legal adviser to the meeting.

It is recommended that any advice be sought in advance of, rather than at, the meeting.

### Disclosable Pecuniary Interests (DPIs)

You will have a Disclosable Pecuniary Interest (\*DPI) if it:

- Relates to your employment, sponsorship, contracts as well as wider financial interests and assets including land, property, licenses and corporate tenancies.
- Relates to an interest which you have registered in that part of the Register of Interests form relating to DPIs as being an interest of you, your spouse or civil partner, or anyone living with you as if they were your spouse or civil partner.
- Relates to an interest which should be registered in that part of the Register of Interests form relating to DPIs, but you have not yet done so.

If you are present at any meeting of the Council and you have a DPI relating to any business that will be considered at the meeting, you **must**:

- Not seek to improperly influence decision-making on that matter;
- Make a verbal declaration of the existence and nature of the DPI at or before the consideration of the item of business or as soon as the interest becomes apparent; and
- Leave the room whilst the matter is under consideration

You **must not**:

- Participate in any discussion of the business at the meeting, or if you become aware of your Disclosable Pecuniary Interest during the meeting, participate further in any discussion of the business; or
- Participate in any vote or further vote taken on the matter at the meeting.

If you have obtained a dispensation from the Monitoring Officer or Standards Committee prior to the matter being considered, then you should make a verbal declaration of the existence and nature of the DPI and that you have obtained a dispensation. The dispensation granted will explain the extent to which you are able to participate.

## Other Registrable Interests

You will have an 'Other Registrable Interest' (ORI) in a matter if it

- Relates to appointments made by the authority to any outside bodies, membership of: charities, trade unions,, lobbying or campaign groups, voluntary organisations in the borough or governorships at any educational institution within the borough.
- Relates to an interest which you have registered in that part of the Register of Interests form relating to ORIs as being an interest of you, your spouse or civil partner, or anyone living with you as if they were your spouse or civil partner; or
- Relates to an interest which should be registered in that part of the Register of Interests form relating to ORIs, but you have not yet done so.

Where a matter arises at any meeting of the Council which affects a body or organisation you have named in that part of the Register of Interests Form relating to ORIs, **you must** make a verbal declaration of the existence and nature of the DPI at or before the consideration of the item of business or as soon as the interest becomes apparent. **You may** speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

## Disclosure of Other Interests

Where a matter arises at any meeting of the Council which **directly relates** to your financial interest or well-being or a financial interest or well-being of a relative or close associate, you **must** disclose the interest. **You may** speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation.

Where a matter arises at any meeting of the Council which **affects** your financial interest or well-being, or a financial interest or well-being of a relative or close associate to a greater extent than it affects the financial interest or wellbeing of the majority of inhabitants of the ward affected by the decision and a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest, you **must** declare the interest. You **may** only speak on the matter if members of the public are able to speak. Otherwise you must not take part in any discussion or voting on the matter and must not remain in the room unless you have been granted a dispensation.

In all cases, where the Monitoring Officer has agreed that the interest in question is a **sensitive interest**, you do not have to disclose the nature of the interest itself.





## PUBLIC MINUTES OF A MEETING OF THE CABINET PROCUREMENT AND INSOURCING COMMITTEE

**MONDAY 23 OCTOBER 2023**

**Councillors Present:** Councillor Robert Chapman in the Chair

Cllr Christopher Kennedy and  
Cllr Caroline Woodley

**Apologies:** Councillor Mete Coban MBE

**Officers in Attendance:** Rotimi Ajilore - Head of Procurement  
Rabiya Khatun - Governance Officer  
Tessa Mitchell - Governance Services Team Leader

**Officers in Attendance Virtually:** Sinead Burke - Head of Property and Asset Management  
Merle Ferguson - Procurement Strategy and Systems Lead  
Timothy Lee - Procurement Category Lead for Health and Social Care  
Lola Olawole - Public Health Commissioning Manager  
Patrick Rodger - Senior Lawyer

### **1 Apologies for Absence**

1.1 Apologies for absence were received on behalf of Cllr Coban.

### **2 Terms of Reference of the Cabinet Procurement Insourcing Committee 2023/24**

2.1 Members considered the revised Terms of Reference of the Cabinet Procurement Insourcing Committee, which came into effect on 4 September 2023.

#### **RESOLVED:**

To note the revised Terms of Reference of the Cabinet Procurement Insourcing Committee contained within the refreshed Council Constitution, which came into effect on 4 September 2023.

### **3 Declarations of Interest**

3.1 There were no declarations of interest.

### **4 Urgent Business**

4.1 There was no urgent business to consider.

## **5 Notice if Intention to Conduct Business in Private and Representations Received**

5.1 There were no representations to consider.

## **6 Deputations/Petitions/Questions**

6.1 There were no deputations, petitions or questions to consider.

## **7 Unrestricted Minutes of the Cabinet Procurement and Insourcing Committee held on 4 September 2023**

7.1 Members considered the previous of the Cabinet Procurement and Insourcing Committee held on 4 September 2023.

### **RESOLVED**

**That the unrestricted minutes of the Cabinet Procurement and Insourcing Committee held on 4 September 2023 be agreed as a true and accurate record of proceedings.**

## **8 CHE S250 Planned Internal Works Contract Award**

8.1 Sinead Burke, Head of Property and Asset Management introduced the report seeking approval of a contract for Planned Internal Works for qualifying homes in line with the Council's planned seven-year programme which had been directly called off the Fusion 21 framework. The programme was expected to deliver internal improvements for up to 700 homes.

8.2 Following the introduction, Members of the Committee asked questions which were responded to as follows:

- It was clarified that one apprenticeship was offered for every £1m annual spend in a contract. However, due to the nature of this contract and apprenticeships taking two to three years to complete it would be a challenge to give the exact number of apprenticeships as many apprentices were rotated every few months on different programmes to gain training.
- As part of improving the standard of council homes through the planned internal works including energy efficiencies, any issues identified during the Housing Health and Safety Rating System survey such as damp or mould and heating upgrades would be deemed necessary works and carried out under this programme. More extensive energy efficiency works would have to be undertaken under a separate programme financed by the Social Decarbonisation Fund, and a report would be submitted to committee imminently.
- With regard to Contractor A being approached before the other contractors, it was stated that many suppliers from different external frameworks had been approached to price the works but the pricing had varied as a result of base pricing. Contractor A had declined the opportunity to price the works in May 2022 due to high inflation rates and price uncertainty within the construction market and Contractor B had submitted a price that had been reviewed by Council staff and the external Cost Consultant firm that had recommended it did

not represent value for money. In 2023 the council approached the Fusion 21 framework and Contractor C had submitted pricing based on continuity of works which had represented value for money.

**RESOLVED:**

**To approve the award of a 2 year contract to Contractor C for planned internal works to council housing stock, with a further year to complete instructed works, at a value of up to £8m, which has been directly called-off the Fusion 21 framework.**

**9 Exclusion of the Public and Press**

**RESOLVED:**

**THAT the press and public be excluded from the proceedings of the Cabinet Procurement Insourcing Committee during consideration of Exempt items 10 and 11 on the agenda on the grounds that it is likely, in the view of the nature of the business to be transacted, that were members of the public to be present, there would be disclosure of exempt information as defined in paragraph 3 of Schedule 12A to the Local Government Act 1972 as amended.**

**10 CHE S250 Planned Internal Works Contract Award (Exempt Appendices)**

10.1 The discussion relating to the exempt appendices is contained within the exempt minutes.

**11 Urgent Exempt Business**

11.1 There was no restricted urgent business to consider.

**Duration of the meeting: 5.30 - 5.55 pm**

Cllr Robert Chapman  
Chair of the Cabinet Procurement and Insourcing Committee

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**CABINET PROCUREMENT AND INSOURCING COMMITTEE**

**ACTIONS TRACKER as at 24/11/2023**

<b>Ref</b>	<b>Meeting Date</b>	<b>Agenda Item</b>	<b>Action</b>	<b>Assigned to</b>	<b>To be completed by</b>	<b>Status</b>
2	13/3/23	CE S174 SEND DPS Transportation Contract Award Approval	Action - Head of SEND : That a report back to a future meeting on the development of performance indicators and processes to ensure compliance with the commitment to the use of low emission vehicles and alternative fuels to reduce the environmental impact.	Joe Wilson	January 2024	On track
6	03/07/23	AHI S222 Lime Tree & St Peter's House	To provide an update at a future meeting on the progress for insourcing this contract.	Leslie Hill	January 2025 or earlier	

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## CABINET PROCUREMENT & INSOURCING COMMITTEE

### CONTRACT AWARD REPORT

Contract Award Report	
<b>Title of Report</b>	Hackney residential on-street Electric Vehicle Charging Points Contract Variation
<b>Key Decision No.</b>	CHE S269
<b>CPIC Meeting Date</b>	4 December 2023
<b>Classification</b>	Open (with Exempt Appendices)
<b>Ward(s) Affected</b>	All wards
<b>Cabinet Member</b>	Cllr Mete Coban, Cabinet Member for Energy, Transport, Waste and Public Realm
<b>Key Decision</b>	<p>Please select and delete the answer not required</p> <p>_____</p> <p>Yes</p> <p>_____</p> <p>Significant in terms of its effects on communities living or working in an area comprising two or more wards.</p>
<b>Group Director</b>	Rickardo Hyatt Group Director Climate, Homes & Economy
<b>Contract value, <u>both</u> Inclusive of VAT and Exclusive of VAT (for the duration of the contract including extensions)</b>	<p>Contract 2 - £500,000,000</p> <p>Contract 3 - £250,000,000</p>
<b>Contract duration (including extensions)</b>	2 yrs + 2 yrs with 15 years concession

## **1. Cabinet Member's Introduction**

- 1.1 In July 2019, the Council declared a Climate Emergency with the ambition to become a net zero carbon borough by 2040, which is ten years earlier than the national target. In May 2023 the Council's Climate Action Plan was adopted by Cabinet.
- 1.2 In May 2023 the Council's Climate Action Plan was adopted by Cabinet. The plan sets out five themes and a number of goals for the borough to be achieved by 2030 in response to the climate emergency, including 'reducing emissions from transport' with the goal that "most petrol and diesel vehicles have been phased out: 64% of cars and 68% of vans on the road are battery-powered."
- 1.3 In 2020, the Central Government announced an end to sales of new petrol and diesel vehicles from 2030. It is clear from this development, and in light of the climate emergency that the Council must take a more ambitious and proactive position on Electric Vehicle Charging.
- 1.4 In order to meet this ambitious climate target, the Council will need to start acting immediately to reduce emissions from fossil-fuel powered cars and improve the Air Quality in the borough. According to the 2018 baseline emissions data, Transport accounts for 125ktCo2 emissions, which is the second greatest source of greenhouse gas emissions in Hackney (after domestic energy use). The Council plays a key role in influencing the transition from petrol/diesel cars to the electric vehicles, by providing a sufficient level of charging infrastructure, for our residents, businesses and our own Council fleet.
- 1.5 Hackney is already on target to meet the Mayor Manifesto Commitment from 2018 to provide the charge points within 500m from every household, with a total number of 344 points.
- 1.6 The Council is taking one step further to deliver a much more ambitious plan that includes meeting the current demand for charging points, and offering charging points in areas where the demand might be lower as an encouragement for our residents to switch to a cleaner vehicle.
- 1.7 In July 2022 Hackney Council agreed to award contracts that will see 3,000 chargers on the borough's streets by 2030. The Cabinet Procurement and Insourcing Committee backed the plans to enter into 15 year contracts through the Council's energy services arm, Hackney Light and Power, with two companies to provide a range of slow, fast and rapid EV charging points across the borough.
- 1.8 In the intervening period, the war in Ukraine and energy prices shocks have redefined the wholesale market for energy and fundamentally affected the operating dynamics for Electric Vehicle Charge Point Operators.



- 1.9 The result is that the Council needs to review the cost submissions agreed in the tender responses submitted in March 2022 in order to ensure business viability for the charge point operators and the successful implementation of the EV chargepoint programme.
- 1.10 In June 2022 Officers bid for five hundred thousand pounds (£500,000) of public grant funding from the Local Local Electric Vehicle Infrastructure (LEVI) fund pilot scheme. We were unsuccessful in the original bid, but were contacted by LEVI to express an interest in submitting an updated bid for some top up funding from The Office for Zero Emission Vehicles (OZEV) for the pilot scheme.
- 1.11 We submitted an updated application in February 2023 and were successful in our application. The funding was awarded for the Council's proposal to use the money to fund otherwise less profitable use cases for EV charging.
- 1.12 The proposal is to install 70 on-street fast charging sockets, 35 of which will be dedicated to EV car clubs and 35 of which will be available for public access charging.
- 1.13 Electric Vehicle Charge Point Operator Zest Eco Limited will install and maintain charging infrastructure under the existing contract awarded to them in July 2022 because they meet all the Council's requirements as set out in the tender.
- 1.14 This report sets out two recommendations required for Council to deliver on its strategic objectives, as stated in various strategy and policy documents. I commend this report to Cabinet Procurement Committee members for approval.

## **2. Group Director's Introduction**

- 2.1 This report advises the Cabinet Procurement and Insourcing Committee to agree to the requested variations for working in partnership with the Electric Vehicle Charging Point (EVCP) supplier who have been awarded contracts to install and maintain Electric Vehicle Charging Points in Hackney.
- 2.2 The agreed partnership model prevents the Council from taking a financial exposure of funding and maintaining the charge point infrastructure themselves, but recent shocks in energy markets have exposed the Electric Vehicle Charging Point suppliers to financial and business continuity risk in their operating model.
- 2.3 Whilst it is presumed that energy prices will remain higher for a substantial amount of time in the near term, the Charge Point Operators need to increase the PAYG price per kWh to bring this in line with market norms at the time of writing.
- 2.4 If they are unable to do so the Charge Point Operators would not be able to successfully install and operate the required Electric Vehicle Charge Point infrastructure in Hackney and the delivery of a large-scale roll out of electric vehicle charge points throughout the borough may be compromised.
- 2.5 For the success of the borough wide EV charge point programme, and to foster a collaborative long-term working relationship between the Council and the EVCP suppliers, it is recommended that the price variation requests are agreed by the Cabinet Procurement and Insourcing Committee.
- 2.6 The other recommendation in this report is to agree to award Charge Point Operator Zest a contract for the delivery of 70 fast chargers and dedicated EV Car Club bays for a maximum value of five hundred thousand pounds (£500,000).
- 2.7 This funding will deliver the outcomes of the successful bid to the Local Electric Vehicle Infrastructure (LEVI) fund pilot to deliver 70 additional charge points.
- 2.8 The Local Electric Vehicle Infrastructure (LEVI) fund supports local authorities in England to plan and deliver chargepoint infrastructure for residents without off-street parking.
- 2.9 The pilot fund in particular supports projects which provide an improvement in EV charging provision that would not otherwise be met by current or planned EV chargepoint infrastructure.
- 2.10 The Council was awarded this funding in March 2022 in response to a proposal to use the existing contract with Charge Point Operators Zest to

install and maintain fast charge points, with 35 of these dedicated to EV car clubs and 35 of which will be available for public access charging.

- 2.11 This project will benefit Hackney residents. In supporting car clubs in Hackney move to electric vehicles this will ensure an equitable transition to electric motorised travel for all Hackney residents who require access, but who cannot or do not choose to own a vehicle.
- 2.12 There will also be a benefit to Hackney residents as the increased revenue share to the Council agreed with our partner Zest will be reinvested into sustainable transport projects.

### **3. Recommendations**

**Cabinet Procurement Committee is recommended to:**

- 3.1 Agree to increase the PAYG price per kWh charged by the Electric Vehicle Charge Point Operator (CPO), Zest Eco Ltd as per Table 1 in Appendix 2 'Proposed tariff increase'. The variation will take effect from 1 January 2024 until 31 December 2034.**
- 3.2 Following the receipt by the Council of grant funding from the Local Electric Vehicle Infrastructure (LEVI) fund pilot scheme, award to Zest Eco Limited a contract for the delivery of 70 fast chargers and dedicated EV Car Club bays for a maximum value of five hundred thousand pounds (£500,000)..**

### **4. Related Decisions**

- 4.1 In July 2022, the Council agreed to award contracts 1, 2 and 3 to Zest (contracts 2&3 for fast and slow charge points) and ESB Energy (contract 1, for rapid charge points) that will see 3,000 chargers installed on the borough's streets by 2030. See: [Electric Vehicle Charging Points Infrastructure Borough Wide CPIC Contract Award July 2022](#) for information.
- 4.2 In July 2019 at Full Council meeting, the Council adopted the Climate Emergency with the ambition to become a zero-net carbon borough by 2040, ten years earlier than the national target.
- 4.3 In May 2023 the Council's Climate Action Plan was adopted by Cabinet. The plan sets out five themes and a number of goals for the borough to be achieved by 2030 in response to the climate emergency.
- 4.4 The goal for 'reducing emissions from transport' is that "most petrol and diesel vehicles have been phased out: 64% of cars and 68% of vans on the road are battery-powered."

4.5 The Hackney Transport Strategy aims “to reduce the need to travel through the judicious use of land use planning and co-locating residential development, employment and essential services with public transport and high quality walking and cycling networks.” It includes Target T13: Reduce the levels of car ownership in Hackney to 39,700 by 2021 and to 32,300 by 2041 (MTS, HTS).

**5. Reason(s) For Decision / Options Appraisal**

5.1 This report recommends Cabinet Procurement and insourcing Committee to agree to increase the PAYG price per kWh charged by the Electric Vehicle Charge Point Operator, Zest Eco Ltd.

5.2 The price would be increased from the previously proposed PAYG price per kWh included in the cost submission from Zest in response to the procurement exercise, carried out between June 2021 and May 2022, to deliver and operate a network of Electric Vehicle Charging Points within the borough. (See Appendix 1 for cost submission).

5.3 The variation will take effect from 1 January 2024 until 31 December 2034.

5.4 After 31 December 2034, the PAYG price will be reviewed by the Council and Zest and a new recommendation on price will be agreed in line with the existing contract terms and conditions.

5.6 The setting of a new PAYG price will be consistent with the terms and conditions of the concessionaire contract.

5.7 As described in the Cabinet Member’s introduction, the unforeseen war in Ukraine and energy price shocks have redefined the wholesale market for energy and fundamentally affected the operating dynamics for Electric Vehicle Charge Point Operators (CPOs).

5.8 Tender bids received in March 2022 required a maximum PAYG price submission that would be maintained for 2 years and then rise based on CPI +3% each year. The Contracting service accepts that there have been fundamental changes to the market and wholesale energy prices that are likely to make the original bids unviable for the CPOs

5.9 Resetting the starting price per kilowatt hour charged to the customer would allow the approved charge point operators to adjust to the current market conditions to ensure business viability and be able to deliver the agreed project outcomes and maintain the assets and service throughout the lifetime of the concession contract.

5.10 EV charge point operator Zest has completed the Council’s ‘Variation to PAYG price’ form and provided the requested evidence in support of the request to vary the price per kWh included in the original cost submission. These forms are in Appendix 4 .

- 5.11 EV charge point operator Zest has provided recent benchmarking to underpin their proposed starting price per kilowatt hour (see Appendix 3 for benchmarking).
- 5.11 The Council's contract management mechanisms will be used as a way to flag any discrepancies in the current market price and the price per kWh charged to the customer if it is deemed that the CPO has not responded sufficiently to the change in the wholesale price for energy in moderating their tariff.
- 5.12 In March 2022 the Council was awarded Five Hundred Thousand Pounds, £500k through the Local Electric Vehicle Infrastructure (LEVI) fund pilot scheme. The funding was awarded for the Council's bid proposal to use the money to fund otherwise less profitable use cases for EV charging.
- 5.13 The proposal is to install 70 on-street fast charging sockets, 35 of which will be dedicated to EV car clubs and 35 of which will be available for public access charging. This infrastructure will support car clubs in Hackney move to electric vehicles and ensure an equitable transition to electric motorised travel for all Hackney residents.
- 5.14 The proposal is in line with the Council's objective to reduce vehicle ownership and miles driven whilst rapidly facilitating the transition to electric vehicles and improving local air quality.
- 5.15 The pilot project will be delivered under the existing contract agreed with Zest Eco Ltd to install and maintain fast charge points because they meet all the requirements as set out in the tender.
- 5.16 The existing contract with Zest contains a provision for the Council to receive an increased share of the revenue from the operation of the charge points in response to additional external grant funding, (or other income sources) secured for the delivery of public EV charging infrastructure.
- 5.17 This is detailed in paragraph 8.9, section 8 on 'partnership working.' of the tender specification Appendix 1 which reads that the CPO will 'actively bid for the external funding available for Local Authorities, to contribute to the partnership financially in return for the lower tariff rates available to residents, where feasible.'
- 5.18 The £500k LEVI pilot scheme funding meets this criteria and, as such, Zest has agreed to increase the share of the revenue to the Council from 10% to 12.5%. The additional revenue share received by the Council will be reinvested into sustainable transport projects.

## **6 Alternative Options (Considered and Rejected)**

### **Option 1: Do Nothing**

Doing nothing will result in the Electric Vehicle Charge point operator experiencing a financial loss. If the operators go out of business then the success of the EV charging scheme and ambitious targets for the deployment of EVCPs across the borough will be at risk and could impact on the Council's reputation

### **Option 2: Reject the request to vary the PAYG price per kWh**

Rejecting the changes recommended in the report will result in the outcome described in 6.1.1

**Option 3:** Reject the award of a contract under a Single Tender Award mechanism to Zest Eco Ltd to deliver the EV project which has been awarded grant funding of £500k from the Local Electric Vehicle Infrastructure (LEVI) fund.

- 6.1 Rejecting the award of contract to Zest to deliver this work would mean that the project objectives are not delivered and the benefits to residents are not realised.
- 6.2 Furthermore, it would not be possible to deliver the project with the same, or similar value to the Council by awarding the work to another CPO. The Council is able to benefit from the scale of the existing contract with Zest to leverage additional returns as noted in 3.5 that Zest has agreed to increase the profit share received by the Council from 10% to 12.5% in response to the additional external funding secured from the LEVI pilot fund.

## **7 Project Progress**

### **7.1 Developments since the Business Case approval**

- 7.1.1 In July 2022, the Council agreed to award contracts 1, 2 and 3 to Zest (contracts 2&3 for fast and slow charge points). The Council has commenced working with Zest to plan the future network of EVCPs.
- 7.1.2 The first locations for EVCPs will be consulted on in early 2024 following an engagement exercise during which residents were asked to tell the Council where they would like to see charge points installed. The results of this engagement will be published before the end of 2023 and residents will be invited to comment on the EV Network Map.
- 7.1.3 The main risk to deployment of new EV charge point infrastructure is that identified in the Cabinet Member's introduction in 1.0. That is that the war in Ukraine and energy prices shocks have fundamentally affected the operating dynamics for Electric Vehicle Charge Point Operators.

7.1.4 The result is that the Council needs to accept the recommendation to increase the PAYG price per kWh to bring this in line with market norms at the time of writing.

7.1.5 Without this agreement, Charge Point Operators will not be able to successfully install and operate the required Electric Vehicle Charge Point infrastructure in Hackney and the delivery of a large-scale roll out of electric vehicle charge points throughout the borough may be compromised.

## 7.2 **Whole Life Costing/Budgets**

7.2.1 Current estimated costs for the provision of an EVCP of the scope proposed are around £19.5m coming entirely from external contractors with no capital requirement from the Council.

7.2.2 As part of its work around the implementation of an EVCP network, the Council will commit to bringing in external grant funding where feasible. This grant funding will contribute to the delivery of EVCP contracts and can generate positive benefits to the wider community, for example by providing a subsidy to charging tariffs, or potentially reducing the minimum contract term, allowing the Council to re-let the contract earlier into a more mature marketplace.

7.2.3 Across the three EVCP contracts awarded it is anticipated that £9,505,500 of income will be generated for the Council over the 15 year term of these contracts.

7.2.4 This income will offset the required Council staff resource for the delivery phase of the project and the expected reduction in pay and display parking income of £6,130,000 over the same period. Income which will be foregone to provide the prerequisite kerbside parking spaces for Electric Vehicles to charge.

7.2.5 Whilst the EVCP contracts are anticipated to return a surplus to the Council over the contract lifespan, there is expected to be a negative return for the Council until Year 5 of the contracts, after which point the cashflow turns positive for the Council.

7.2.6 During the period of negative cash flow for the Council, it will be necessary for additional funding to be allocated to make up for the loss of parking income and any associated running costs for the operation of these contracts. A separate CPRP funding bid has been submitted and approved for this.

## 7.3 **Risk Assessment/Management**

Risk	Impact	Likelihood	Overall	Action to avoid/mitigate risk
<b>Timescale</b> Project has not progressed in line with timescales, and may have an impact on dependant workstreams.	High ▾	Medium ▾	High ▾	Early identification of delays through project RAG reporting. Appropriate course of action to be agreed with the supplier depending on the cause of the delay and overall impact.
<b>Funding</b> Commercial viability of supplier means that the project is not delivered on time/budget	High ▾	Medium ▾	High ▾	Early identification of risk in supplier meetings. Tender process enables direct award to other suitable but previously unsuccessful bidders
<b>Delays due to DNO</b> DNO does not pass or provide an O-Pen solution	High ▾	Medium ▾	High ▾	Early identification of risk in supplier meetings. Early supplier engagement with DNO supplier proffered as mitigation measure.
<b>Delays due to Legal</b> Delays due to lack for resource for getting TMOs drafted and advertised in a timely manner	High ▾	Medium ▾	Medium ▾	Additional resourcing of TMO team to take on increased workload
<b>Project clash</b> Conflict with other projects which reallocate roadspace	Medium ▾	High ▾	Medium ▾	Sound internal processes for checking locations prior to TMO stage.
<b>Engagement</b> Objection from residents at Statutory Consultation about the siting of EV infrastructure	Low ▾	Medium ▾	Low ▾	Develop and communicate clear siting criteria and rationale via communications plan and narrative.



<p><b>Social equity</b> Groups with protected characteristics are excluded from accessing and benefiting from EVCP infrastructure</p>	<p>Medium ▾</p>	<p>Medium ▾</p>	<p>Low ▾</p>	<p>Dedicated EV infrastructure to be provided for on street Blue Badge bays to ensure availability of charging for protected characteristic group 'Disability'. EV hardware designed and built to meet new accessibility standards. Financial exclusion to be mitigated by: the expansion of electric Car Club vehicles available, smart/flexible tariffs for charging and the options of a tariff for Hackney Light and Power customers. Local employment and skills for the green economy will also be delivered through the project.</p>
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## 8 **Savings**

- 8.1 The project will contribute to overall improvement of air quality and carbon savings for the borough. There is a proposed guaranteed revenue share between the partners and the Council from the operation of the charging points.
- 8.2 The indirect savings will be received by the residents who decide to swap their fossil fuel cars to electric, and to take advantage of the competitive tariff for charging, no emission charges (ULEZ) for driving in London and free or reduced charge parking fee.

## 9 **Sustainability Issues and Opportunities, Social Value Benefits**

### 9.1 **Procuring Green**

The installation of EVCP will meet the green indicators from Hackney Sustainable Procurement Strategy by significantly reducing the reliance on fossil fuel vehicles and carbon emissions. The charging stations will be powered by 100% renewable electricity, in some cases generated locally, which will contribute towards achieving a zero-net carbon target by 2040. Both recommended partners agreed to work with the Council on a wider feasibility study in relation to power electric vehicle charging points via solar panels on Council owned-roof spaces. They offered to fund the initial feasibility study as well as invest in solar panels installation in the borough.

## 9.2 **Procuring For A Better Society**

The delivery of the strategy will help enable residents, businesses and visitors to the borough to gradually transition to electric vehicle ownership/use. This should result in improvements to overall air quality in the borough.

## 9.3 **Procuring Fair Delivery**

There are no fair delivery concerns in procuring these services. The procurement fulfilled the Council obligation as a public sector organisation, by reducing carbon emissions and lowering the costs of owning the vehicle by profiting competitive tariffs for the charging units.

A number of social value elements have been included as part of the specification. These are specified in section 9.1.

## 10 **Equality Impact Assessment and Equality Issues**

- 10.1 This should include more than just considering whether chargers are uniformly spread. There is a grave risk of inadvertent subsidy to the owners of expensive cars. Equality considerations covered in more detail in the Hackney EV Strategy.
- 10.2 On-street charging addresses an inequality in terms of access. Currently, residents with access to off-street private parking are able to install their own charge points and the costs of using a domestic electricity supply for charging are much lower.
- 10.3 Vehicle ownership correlates to income. A 2013 analysis found that Tesla buyers had an average household income of £210K. Until prices fall it will be much harder for those on lower incomes who rely on second-hand cars to replace petrol/diesel cars and work vans.
- 10.4 Hackney is also growing the provision of its Car Club scheme, which provides great shared access EVs. Improving vehicle access through this scheme may help to tackle social exclusion and improve quality of life by providing greater access to vehicles without the expense of ownership.
- 10.5 Furthermore, increasing the electric fleet of Car Club vehicles offers the benefits of shared ownership but contributes less harmful emissions and pollution than petrol or diesel vehicles.
- 10.6 The Hackney Transport Strategy Objective 3 is 'Ensure that the needs of older people and those with visual and mobility impairments are considered in all plans and proposals to upgrade the Public Realm.'
- 10.7 It is recognised that in some locations there may be disadvantages to those with reduced mobility who may need to travel further to access a vehicle as a result of the installation of EV charge points with dedicated

'EV-only charging bays in residential streets. There will be no reduction in Blue Badge parking spaces removed as a result of this scheme.

- 10.8 However, EV-only charging bays improve charging compliance and the streetscape situation, mitigating risks from trailing cables which can cause trip hazards and cause restrictions to groups with mobility issues.

## **11 Social Value Benefits**

- 11.1 Zest has appointed a Social Value Manager whose role will be to enable delivery of the social value targets. There are a number of social value elements included as part of the specification, including commitments to a 40% local labour target for the maintenance phase and payment of the London Living Wage (LLW) to staff.

- 11.2 These enhanced social value requirements include: Apprenticeships, school programmes with access to environmental learning, promotion of electric vehicle schemes, skills and training opportunities, careers fair, free training material and self-development to support people with their employment moves or entry and community support. All bidders have completed their Employment and Skills Plans for 2022-23.

- 11.3 In order to avoid the Council in unfair use of offshore finance, contractors were asked to prove that their funding is coming from an equity or green investor.

- 11.4 Performance against the KPIs for sustainability and social value will be monitored through ongoing contract management arrangements, including regular performance management meetings.

## **12 Tender Evaluation**

On 29 November the Council received nine submissions, with one supplier withdrawing from bidding due to a short deadline. Eight submissions were fully compliant with one supplier having not sent the required supporting documents, hence disqualified from the further tender process. Only two suppliers decided to bid for all 4 contracts, with one supplier considering contract 4 under the condition of securing the rest of the contracts.

### **12.1 Initial Tender Process**

The procurement route undertaken for this project was via a "Find a Tender" Competitive Procedure with Negotiation. This comprised:

- (i) Selection Questionnaire
- (ii) Initial Invitation to Tender.
- (iii) Negotiation Phase
- (iv) Final Invitation to Tender

12.2 The Evaluation Panel for the tender process comprised:

- Head of Operations HLP (LBH)
- Group Manager, Sustainable Transport and Engagement Streetscene(LBH)
- Principal Transport Planner Streetscene (LBH)
- Fleet Manager (LBH)
- Finance Project Accountant (LBH)

12.3 The procurement process was managed and coordinated by members of the Procurement team.

- Head of Operations HLP (LBH)
- Group Manager, Sustainable Transport and Engagement Streetscene(LBH)
- Principal Transport Planner Streetscene (LBH)
- Fleet Manager (LBH)
- Finance Project Accountant (LBH)

12.4 Following submission of their bids, clarifications on the submissions were raised with any bidders via ProContract, to clarify any errors in the tenders submitted or any apparent inconsistencies prior to the evaluation process.

12.5 The panel evaluated all submissions and shortlisted four bidders. Bidders marked with a shaded score were rejected as they were awarded a score of two or below two or more times. As a result has failed to meet the minimum quality threshold specified in the procurement documents (ie: scored less than '2' against more than one criterion). As a consequence of the above and in accordance with the Concession Contracts Regulations 2016, the Council moved to initiate the negotiation stage of the CPN Procedure, inviting the four bidders to explore the potential for alternative options for revenue share, add skills and employment plan and further specification changes in particular to contract 3 in relation to street lighting compliance of the proposed charging points for contract 3.

12.6 On 15 December, at the Steering Group meeting, the members discussed the outcome of the moderation meeting and endorsed the recommendations for inviting four bidders into the negotiation stage. The group recommended including the finance representatives to the negotiation team. The outcome letters were sent to all the bidders, followed by a 10 day standstill period before commencing negotiation.

Negotiation stage:

12.7 Negotiations commenced on 17 January 2022 and the negotiation was concluded on 19 January 2022. Participating bidders were invited to submit their response to the Invitation to Submit Final Tenders (ISFT) Best

and Final Offers based on a revised ISFT which incorporated an additional question regarding the proposed business and financial model, revised specifications and legal head of terms following negotiations

12.8 Following the negotiation stage the below changes to initial specification has been made:

- Remove the word count from tender response document
- Issue the lamp post column electrical compliance specification from Council electrical highways team to bidders in Contract 3 from Council
- Issue the Highway Section 50 template as a base for concession contract
- Issue updated Head of Terms as part of initial Terms and Conditions
- Issue updated procurement timetable

Final tender:

12.9 The ISFT (Invitation to Submit a Final Tender) was issued on 11 March 2022 with the deadline for submissions of 25 March 2022.

12.10 Across all 4 contracts, preferred bidders were selected using the award criteria and scoring methodology set out in the ISFT. Bidder C and G achieved the highest score overall in quality and price combined. Their responses to the tender demonstrated an excellent understanding of the project's constraints and risks; well developed fully funded business model to protect Council financial exposures; a good approach to streetscene and highways requirement on installing new charging equipment minimising disruption; communicating well with stakeholders and future customers; and providing employment and skills opportunities. As such their bid was deemed the most economically advantageous tender (MEAT).

### **13 Recommendation**

**13.1 In July 2022 the Cabinet Procurement and Insourcing Committee agreed the recommendation to:**

Award the delivery and concession contract to:

- Bidder C- for Contract 1- Rapid charges
- Bidder G- for Contract 2&3 Fast and slow charges
- Do not award contract for Contract 4- Fleet charges

13.2 Agree to enter into a Concession Contract and other ancillary legal documentation relating thereto for the installation of electric vehicle charging points under terms as shall be agreed by the Director of Legal, Democratic and Electoral Services, and authorise the Director of Legal,

Democratic and Electoral Services to prepare, agree, settle and sign the necessary legal documentation to effect the proposals contained in this report.

- 13.3 Note that a recommendation will be made to Cabinet that surplus revenue generated by the EV charge points is used to support active and sustainable travel projects that support the Council's wider aims to reduce private vehicle use. "Surplus revenue" will mean any monies left over after covering lost income and direct staff costs relating to managing the project. This report is dependent on the successful outcome of the separate decision on additional resource for staff costs.

#### **14 Contract Management Arrangements**

- 14.1 The scale and ambition of the project will require additional resources in order to project manage the key deliverables. The necessary resources and skills to own and manage the project have been identified and recruited within Streetscene.
- 14.2 Four posts have been recruited for the delivery period of the contract. One post at a Senior level and three at Transport Planner level. It is expected that the cost of the new posts and internal resource would be covered by the contributions of the partners over time.
- 14.3 Not providing appropriate resources within the Council risks acute bottlenecks in both the planning stages and the delivery stage where quality control and statutory functions will need to be carried out by the Council. Lack of appropriate resource is likely to result in the necessity to reduce the scope of the project and risk the support of the selected Partners and their own investments.
- 14.4 Internal governance has been established to ensure the successful delivery of the project. It is proposed that the governance arrangements between the Council and the Service Providers is intended to operate as an agreement by which the Council and the Service Providers will work together to resolve issues and disputes in the spirit of mutual trust and cooperation.
- 14.5 All the Parties will agree to nominate appropriate representatives to the following two project boards who will be able to commit to the required level of attendance:
- a. Strategic Management and Project Assurance Group ("SMPAG");  
and
  - b. Operational Group ("OG")

## **15 Key Performance Indicators**

- 15.1 The Council will expect the Partner to, as part of regular reporting under this contract, provide information on any shortfalls in KPI's and also provide clarification for not achieving the targets and plans for rectification. Indicative KPIs are provided in the table below and the Council will expect these to be finalised as part of the formalisation of the contract. The following KPIs will be reviewed on a monthly basis by the Operational Group and Annually by the Strategic Management and Project Assurance Group.

<b>Main KPIs set</b>	<b>Monitoring</b>
Number of EV charging points installed.	500 points per year 2023 - 2026
Percentage of local labour used - 40% local labour target during maintenance	40% of labour from local sources measured annually from 2026 - 2037
Annual paid work apprenticeships	1 two year work placement every two years 2024 - 2037
Electric charge point availability	98.5% measured quarterly

## **16 Comments Of Interim Group Director Of Finance**

- 16.1 This report seeks authorisation to vary the PAYG price per kWh and award to Zest Eco Limited a contract for the delivery of 70 fast chargers and dedicated EV Car Club bays for a maximum value of five hundred thousand pounds (£500,000). The proposals remain consistent with the Council's overall commitment to the Climate Action Plan.
- 16.2 The increase of tariff price per kWh is required to ensure the business viability of the charge point operators and implementation of the chargepoint programme. It continues to provide value for money for service users with one of the lowest tariffs in London.
- 16.3 The recommendation to award Zest Eco Limited to install 70 fast charging sockets is in line with the Council's CPIC contract Award in 2022.
- 16.4 Zest Eco Limited have agreed to increase the share of revenue to the Council to 12.5%. This will generate additional revenue which will benefit Hackney residents as it will get reinvested into further sustainable projects.

## **17 VAT Implications On Land & Property Transaction**

- 17.1 Tax implications around the delivery model will be considered through the due diligence process taking place in the coming months.

## **18 Comments of The Director of Legal Democratic and Electoral Services**

- 18.1 Appendix 3 of the Constitution (Terms of Reference of Council Committees) states that Cabinet Procurement & Insourcing Committee will review and where appropriate award contract variations. Therefore CPIC is permitted to approve the contact variation in this Report.
- 18.2 Regulation 43(1)(c) of the Concession Contracts Regulations 2016 states that concession contracts may be modified without a new concession contract award procedure where (i) the need for modification has been brought about by circumstances which a diligent contracting authority or utility could not have foreseen, (ii) the modification does not alter the overall nature of the concession contract, (iii) in the case of a concession contract awarded by a contracting authority, any increase in value does not exceed 50% of the value of the original concession contract. The reasons for the proposed variation of contract are set out in this Report and satisfy the requirements of the Regulation.
- 18.3 Under Appendix 3 of the Constitution (Terms of Reference of Council Committees etc.) Cabinet Procurement & Insourcing Committee is authorised by Cabinet to give detailed consideration on all issues relating to procurement practice and policy and to award all high-risk contracts, including all contracts above £2m regardless of their risk rating.
- 18.4 The Committee may also reserve to itself the consideration to award any contract for any other procurement listed on the Procurement Pipeline. The matters in this Report have been assessed as High Risk and therefore Cabinet Procurement & Insourcing Committee is permitted to agree the award of contract in this Report.
- 18.5 The award of the contract in paragraph 3.2 of this Report could otherwise be by way of a single tender action under CSO 2.2-2.5, arguing that the value of the contract is below the relevant threshold and the Contracting Officer can demonstrate to the Group Director, Finance and Corporate Resources, or designated deputy, why a single tender action affords the Council Best Value.
- 18.6 However, in the interests of transparency and good practice the Chair of Hackney Procurement Board has referred this matter to the Committee as permitted under paragraph 7 of the Terms of Reference of Cabinet Procurement & Insourcing Committee.

## **19 Comments Of The Procurement Category Lead**

- 19.1 Recommendation 3.1 is noted. Variation of the existing Hackney residential on-street Electric Vehicle Charging Points Contracts DN565147 is proposed as the Council needs to review the cost submissions agreed in the tender responses submitted in March 2022 in order to ensure business viability for



the charge point operators and the successful implementation of the EV chargepoint programme.

- 19.2 The total value of the contract, including the requested extensions, is above the relevant Concession Contract Regulations 2016 (CCR) threshold, and was not provided for within the original agreement.
- 19.3 As mentioned in 15.2 the Concession Contract Regulations 2016 allows changes to the contract where the need for modification is unforeseen and doesn't alter the nature of the concession, for contracting authorities this is subject to a 50% maximum increase in concession value.
- 19.4 The new variation value is below the 50% of the original contract, therefore it is not a breach of regulation. But it is not permissible under our Contract Standing Orders, therefore written authorisation from the Director of Legal and Governance is required to proceed with the extension.
- 19.5 The second recommendation seeks approval to award of Zest Eco Ltd to complete work to the value of Five Hundred Thousand Pounds without a competitive procurement.
- 19.6 The award of the contract in paragraph 3.2 of this Report could otherwise be by way of a single tender action under CSO 2.2-2.5, arguing that the value of the contract is below the relevant threshold and the Contracting Officer can demonstrate to the Group Director, Finance and Corporate Resources, or designated deputy, why a single tender action affords the Council Best Value.
- 19.7 However, in the interests of transparency and good practice the Chair of Hackney Procurement Board has referred this matter to the Committee as permitted under paragraph 7 of the Terms of Reference of Cabinet Procurement & Insourcing Committee.

### **Appendices (Exempt)**

Appendix 1 - Cost submission Zest.

Appendix 2 - Proposed tariff increase Zest

Appendix 3 - Benchmarking for tariff increase. Profit share forecast for LEVI pilot  
Funding

Appendix 4 - PAYG Variation Price Form C

By Virtue of Paragraph 3, Part 1 of schedule 12A of the Local Government Act 1972 Appendice 1-4 of this report are exempt because they contains information relating to the financial or business affairs of any particular person (including the authority holding the information) and it is considered that the public interest in

maintaining the exemption outweighs the public interest in disclosing the information.

**Background Documents**

None

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## CABINET PROCUREMENT & INSOURCING COMMITTEE

### CONTRACT AWARD REPORT

Contract Award Report	
<b>Title of Report</b>	New Homes Programme - Multi Disciplinary, Engineering and Technical Consultancy Services
<b>Key Decision No.</b>	CHE S275
<b>CPIC Meeting Date</b>	4 December 2023
<b>Classification</b>	Open (with Exempt Appendices)
<b>Ward(s) Affected</b>	All Wards
<b>Cabinet Member</b>	Cllr Guy Nicholson Deputy Mayor for Delivery, Inclusive Economy & Regeneration
<b>Key Decision</b>	<p>_____</p> <p>Yes</p> <p>_____</p> <p>This results in the Council incurring expenditure or savings which are significant having regard to the Council's budget for the service/function.</p> <p>Significant in terms of its effects on communities living or working in an area comprising two or more wards.</p>
<b>Group Director</b>	Rickardo Hyatt Group Director, Climate Homes and Economy
<b>Contract value, <u>both</u> Inclusive of VAT and Exclusive of VAT (for the duration of the contract including extensions)</b>	<p>Approval value: £2,922,650 excl VAT (£3,507,180 incl VAT)</p> <p><u>Breakdown (Excl VAT)</u> Initial contract value (New Homes Programme): £2,435,542 10% contingency (New Homes Programme): £243,554 10% allowance (for work on existing schemes to cover anticipated costs for Colville Phase 4-7 and other sites): £243,554</p>
<b>Contract duration (including extensions)</b>	3 years

## **1. Cabinet Member's Introduction**

- 1.1. Since 2011 when Hackney's in-house, not-for-profit house building programme was reaffirmed by Cabinet, the Council has managed to meet austerity head on and respond to government under-investment to fund and build much needed new Council homes for social rent. This innovative Hackney model enabling the building of new Council homes has been adopted by Councils across the UK.
- 1.2. In May 2018 Hackney made a commitment to deliver almost 2,000 new homes over the following four year period. Despite the challenges caused by Brexit and the coronavirus pandemic, by May 2022 the Council had started, completed or received planning permission for 1,984 new homes. You can visit and see these often award-winning new Council homes at King Edward's Road, Colville, Aikin Court, Bridge House, St Leonard's Court, Frampton Park, Tower Court and in Clapton Park, with hundreds of families across Hackney benefiting from this investment.
- 1.3. More than half of these homes are genuinely affordable - whether social rent Council homes for those who need them most, low cost home ownership options for people struggling to get on the housing ladder, or new Hackney Living Rent homes that give private renters a more affordable way to rent a high-quality home.
- 1.4. The Council's commitment is always to ensure that local people are first to benefit. That's why we've always insisted that we prioritise Council tenants whose current homes don't meet their needs when new Council homes are built in their neighbourhood, and ensured that anyone whose home is directly impacted by housing-led regeneration gets the right to return to a brand new Council home to rent or buy. The Council also aims, through our in-house sales team at Hackney Sales, all shared ownership homes at people living and working in Hackney, alongside focused marketing of the outright sale element that funds new Council homes to local buyers instead of investors or buy-to-let landlords.
- 1.5. While there is a deal of pride in the fact that Hackney is still a Council housing pioneer, as the housing shortage grows and the cost of living crisis hits, there's a need to deliver even more - and ensure the homes we build are prioritised for the people who need them most. That's why in 2022 Hackney committed to delivering 1,000 new Council homes for social rent by 2026.
- 1.6. Following the approval of the New Homes Programme by Cabinet in December 2022, we are bringing forward over 400 homes in 15 locations where underutilised land can be repurposed, alongside estate improvements to benefit everyone who lives there. Crucially, additional

Council investment will mean that three out of every four of these homes will be for Council social rent.

- 1.7. The comprehensive range of engineering, technical and building safety specialisms needed to bring forward and deliver the New Homes Programme are provided in this Multi Disciplinary contract. I therefore commend this report to Cabinet Insourcing and Procurement Committee.

**2. Group Director's Introduction**

- 2.1. The Council has operated a successful regeneration and house building programme for more than a decade. Since April 2011 we have completed 1,515 new and refurbished homes, including 522 for social rent, 24 Hackney Living Rent and 154 shared ownership, as well as 815 outright sale homes in order to help pay for the affordable housing and other public infrastructure in the absence of sufficient Government funding.
- 2.2. As well as providing high quality additional and upgraded homes, we have invested in new and improved community, public and work spaces on our housing estates - making sure the benefits of these projects are felt by both existing and new residents. Further, the Council has worked closely with our construction partners to maximise the training and employment opportunities for residents, and support for local businesses and community groups.
- 2.3. The Strategic Plan 2022-2026 sets out a commitment to continue our award-winning Council house building programme, to deliver 1,000 additional Council homes for social rent. Therefore, following the approval of the New Homes Programme (NHP) by Cabinet in December 2022, we are now delivering on this commitment.
- 2.4. The Business Case seeking authority for the procurement strategy and contract award approval procedure for Consultant Teams within the NHP was approved by Hackney Procurement Board in April 2023.
- 2.5. The purpose of this procurement is to appoint a suitably experienced and capable Multi Disciplinary Engineering & Technical Consultant (MDC) and specified supporting consultant disciplines to all sites comprising the New Homes Programme.

<b>Project name</b>	<b>Locations</b>	<b>Ward</b>	<b>Approx. new homes</b>
Broadway & Regents	Orwell Court garages & Welshpool Street depot and car park; Regents Court garages	Haggerston, London Fields	120-150
Buckland & Cropley	Cropley Court garages; Buckland Court garages	Hoxton West	80-100

Fellows & Weymouth	Fellows Court garages; Weymouth Ct garages	Haggerston	40-60
Wayman & Graham Rd	Wayman Court car park; 161 Graham Road	Hackney Central	30-50
Blackwell Close	Blackwell Close garages	Kings Park	15-25
Nye Bevan	Nye Bevan Estate garages	Kings Park	5-15
Morris Blitz	Morris Blitz Court neighbourhood office	Stoke New.	15-25
Selman & Wellday	Selman & Wellday House garages	Hackney Wick	20-30
Parkside	Morpeth Grove garages and car park	Victoria	15-25
Blandford Court	Blandford Court garages	De Beauvoir	10-20
<b>Total 10 projects</b>	<b>15 sites/locations</b>	<b>9 wards</b>	<b>350-500</b>

### **3. Recommendations**

**Cabinet Procurement & Insourcing Committee is recommended to:**

- 3.1. **Approve the appointment of Bidder D to provide Multi Disciplinary, Engineering and Technical Consultancy Services to the Council's New Homes Programme, following a Restricted Tender Procedure under the Public Contracts Regulations 2015**
- 3.2. **Enter into a contract with Bidder D for a duration of three years to a value of £2,922,650 excl VAT.**

### **4. Related Decisions**

- 4.1. On 12 December 2022 Cabinet approved the ['New Council House Building Programme and 1,000 Homes for Social Rent Commitment'](#) Key Decision No. CHE S142.
- 4.2. Further to this, Hackney Procurement Board approved the [NHP Strategy for procurement and structure of consultant teams and contract award process](#) for the new housing regeneration projects, inclusive of the sites within Architect Design Team Package 1 in April 2023.

## **5. Reason(s) For Decision / Options Appraisal**

### **5.1. Background**

- 5.1.1. On 12 December 2022 [Cabinet Approval](#) was received for the New Homes Programme, as part of the Council's ambitious plan to bring forward 1,000 new Council homes for social rent by 2026. The new programme includes 15 anchor site locations on Housing Revenue Account land identified through the Asset Review process as having the potential to accommodate new homes along with surrounding improvements. In order to progress to the design development and planning stages a series of consultant teams providing a full range of design and development professional services must now be assembled.
- 5.1.2. This new programme of housing delivery is expected to provide over 400 new homes across the borough, enabling the Council to continue to address Hackney's acute and ongoing crisis of housing affordability.
- 5.1.3. The professional services included in this report are wide-ranging and in some cases highly specialist, including environmental consultants, mechanical and electrical engineers and specialist technical consultants in relation to building safety, fire engineering, highways and transport, ground conditions, ecology, trees and utilities, amongst other disciplines.
- 5.1.4. The range of services and specialist expertise required is typical of the contemporary construction and housing development process. Careful consideration has been given particularly to securing appropriate expertise for the rapidly evolving building safety and sustainability contexts, and to maintaining industry best practice and implementing lessons learned from existing and previous regeneration programmes.
- 5.1.5. The December 2022 Cabinet approval provided budget and authority to commence design development work on the new sites and to submit planning applications. It requested a further report in due course on the proposed plan for construction delivery. The consultant services for procurement in this report reflect that position by including for services from RIBA Stage 0/1 (Initiation) to RIBA Stage 3+ (Developed Design, Planning and Tender).
- 5.1.6. Whereas the in-house Asset Review Team and Regeneration Strategic Design (RSD) team have prepared initial project appraisals and capacity options for the sites, much more significant design development, site due diligence and technical work is now required to develop implementable and viable designs and to secure planning permissions. The Council does not have the in-house expertise nor capacity to undertake this specialist work directly therefore the only option is to procure these services from external consultants. This approach also has the advantage of securing the expertise and skills of sector leading designers and engineers to bring

forward designs for high quality, sustainable, safe and affordable homes and places in Hackney.

- 5.1.7. A detailed options appraisal on the structure of the consultant services across the new projects has been carried out, assessing key priorities and risks against a range of consultant team structures and contracting arrangements. See section 5 below. The key drivers and issues to be considered are around suitable consultant capacity and financial stability proportional to the diverse project characteristics; access to the required specialist services for technical, quality, environmental and building safety assurance; cost efficiency including Council project management resources, socio-economic benefits, and EDI and procurement policy objectives.

## 5.2. **Alternative Options (Considered and Rejected)**

- 5.2.1. A number of options for this procurement and the wider NHP procurement strategy were appraised at the Business Case stage and are provided in section [7.5 of the Business Case document](#).
- 5.2.2. With respect to in-sourcing, the council does not have the required expertise nor resources to provide these extensive and specialist services in-house. The engagement of professional consultants is therefore essential to enable the New Homes Programme to be delivered.

## 6. **Project Progress**

### 6.1. **Developments since the Business Case approval**

The procurement has been successfully executed in line with the approved Business Case.

### 6.2. **Whole Life Costing/Budgets**

There is funding for this contract within the New Homes Programme (NHP) budget approved by Cabinet in December 2022.

- 6.2.1. The initial contract sum of £2,435,542 has a 10% general contingency applied to it for the New Homes Programme, and a further 10% to cover costs to existing schemes in the Estate Regeneration and Housing Supply Programmes (for example Colville Phase 4-7) taking the approval value to £2,922,650 excluding VAT. The contingency figure is set by the available budget. The purpose of the contingency is to enable additional instructions to be given rapidly, preventing avoidable delay to services and project delivery. The additional amount for existing schemes is anticipated to cover consultant reports required to achieve planning (or revised planning) permissions, and will enable work to be instructed rapidly, efficiently and of a consistent quality. The total value remains within the programme budgets for these packages of work. The contingency shall be carefully



managed across the programmes. Any variations which may be required that take the total value above the contingency shall be sought through the normal variations process.

6.2.2. The Council's Housing Regeneration and Delivery service has, in consultation with Housing Services, produced a standardised New Build Design Specification for new build homes and landscaping, which takes into account whole life costs of new build properties.

6.2.3. The Council will take on the management and maintenance of the new homes once complete. In approving the design specification, Housing Services has considered both the requirements and the costs of future maintenance and management. These costs are built into the Housing Revenue Account Business Plan.

6.2.4. New non-residential units will be marketed by Strategic Property Services, which will lease the units directly.

### 6.3. Risk Assessment/Management

A Risk Analysis Tool (RAT) and Procurement Impact Assessment (PRIMAS) have been completed by the service with the engagement of Procurement colleagues. These indicate a medium risk position.

Risk	Likeli hood	Impact	Overall	Action to avoid or mitigate risk
	L - Low; M - Medium; H - High			
Poor consultant performance	L	M	L	Robust governance in place to ensure project objectives are clear from inception. Supported by an established contract monitoring process to review performance on a quarterly basis using Key Performance Indicators (KPI's).
Variation to the design contract due to a change of scope causing an uplift in design fees.	M	M	M	The design will be reviewed at key Gateway stages to ensure that it meets the objectives set within the scope of services and New Homes Programme Brief.
The design proposals are too expensive to viably build.	M	H	M	This project benefits from a programme wide Cost Consultant who will review the design as it progresses and provide relevant costing information for review by the project team and other internal stakeholders to inform decision making and monitor the financial viability of the design proposals.
Stakeholders not being happy with the design proposals	M	H	M	One of the early outputs of the Design Team is to produce a comprehensive engagement strategy to effectively communicate and provide engagement opportunities for all stakeholders. This will be signed off by the Project Manager and Senior Consultation & Engagement Officer

Design not able to achieve a successful planning application.	L	H	M	The Council's Project Manager and Design Team will work with the programme-wide Planning Consultant who will be responsible for liaising with Hackney's Planning Service, ensuring that the design develops in accordance with Local and National Planning requirements. The parameters of this engagement will be agreed at the inception of the project through a Planning Performance Agreement.
Dun and Bradstreet financial checks could result in a moderate risk status for the recommended bidder.	L	H	H	PM will monitor the status on an ongoing basis and implement contingency plans as required, as part of the established contract monitoring process.

**7. Savings**

Not applicable.

**8. Sustainability Issues and Opportunities, Social Value Benefits**

**8.1. Procuring Green**

The Council is committed to delivering procurement of works in accordance with the Sustainable Procurement Strategy, which engages with fair, sustainable practice that seeks to benefit the local community; and minimise any negative environmental impacts of goods, services and works contracts procured.

This contract addresses environmental impacts through the engagement of consultants with the excellent capabilities and knowledge in sustainable design and construction. This was a key factor in the quality assessment undertaken as part of the tender process.

The NHP Programme Brief sets out detailed standards to be met and priorities for the design and construction that address sustainability issues and social value benefits holistically. The selected consultant team has demonstrated comprehensive expertise and a track record of delivery, relevant to the NHP sustainability requirements. This includes the design and delivery of new housing achieving net zero carbon and Passivhaus standards of energy efficiency and environmental impact.

This approach is as set out in the Business Case for this procurement, approved in March 2023.

## 8.2. **Procuring For A Better Society**

The appointed consultant is required to meet employment and training obligations specified in the ITT and has committed to:

- Provide short term paid work experience placements for Hackney residents (including young people with learning disabilities or autism) for a minimum duration of 2-4 weeks per contract year.
- A minimum of one unpaid work experience placement per contract year for young Hackney residents.
- Provide one level 6 or 7 (higher level degree) Apprenticeship with the added commitment to make every effort to retain the apprentice through to qualification or a follow-on position for the candidate.

These commitments will be monitored throughout the contract duration through the use of KPIs. Refer to Contract Management arrangements detailed in section 11.

## 8.3. **Procuring Fair Delivery**

The appointed consultant team will comply with the Council's requirements regarding local labour, employment and skills, and the Fair Payment Charter.

They have agreed to the Council's targets in these areas, including payment of the London Living Wage to all employees - a commitment also extended to the subcontractor supply chain and cooperation with Hackney Works to promote diversity in their workforce.

## 8.4. **Equality Impact Assessment (EIA) and Equality Issues**

- 8.4.1. An EIA was conducted for the New Homes Programme to inform Cabinet consideration and can be found [here](#). This document sets out a range of equality issues that will be considered across the lifecycle of the New Homes Programme including in the design and planning stages encompassed by this report.

## 8.5. **Social Value Benefits**

- 8.5.1. The successful bidder has committed to providing the mandatory social value requirements set out above in section 8.2. In addition to this they have also committed to engaging with local schools, community and youth organisations, which they have an impressive track record of doing. They have assembled a diverse and inclusive team to collaborate with on this project, many of whom are SMEs and some of which are based in Hackney.

- 8.5.2. Long term social value benefits are embedded into their company ethos and will be reflected in the proposed much needed high-quality new homes for social rent; non-residential units to support small enterprises; and reducing anti-social behaviour and crime through a safer public realm design and housing design.

## **9. Tender Evaluation**

### **9.1. Procurement Process**

- 9.1.1. Multi Disciplinary Consultant services to the Council's New Homes Programme were procured through a two stage Restricted Tender Procedure comprising of a Selection Questionnaire (SQ), followed by an Invitation to Tender (ITT). The opportunity was advertised using the Find A Tender Service, following the Public Contracts Regulations 2015.
- 9.1.2. The first stage of the tender process consisted of an online selection questionnaire ("SQ"). This stage enabled the Authority to obtain information about potential suppliers to determine the suitability of candidates to perform the contract. It was divided into parts which asked for economic and financial standing, technical and/or professional ability to perform the proposed contract; and project specific quality questions to identify the bidders organisational ethos and suitability for the project.
- 9.1.3. The SQ was released on 24 May 2023 with a submission deadline of 23 June 2023. There were 5 submissions, all of which were evaluated and scored against the criteria set out in the procurement documents. The bids received were assessed using a combination of pass/fail questions and Project Specific Questions (PSQ) which were evaluated and scored. On conclusion of the evaluation of this first stage, 4 suppliers were shortlisted to proceed to the 2nd stage, Invitation to Tender (ITT).
- 9.1.4. Following an invitation issued on 7 July 2023 to the shortlisted bidders via the Council's e-tendering portal (ProContract), full tender packs along with pricing schedules were received from all 4 bidders on the deadline date, 15 August 2023.
- 9.1.5. Tender Clarification meetings were held with all bidders and the evaluation panel on 22 September 2023. The meetings were supervised by a Procurement Category Manager, from the Council's Construction & Environment Procurement Category team.
- 9.1.6. Tender evaluation criteria at ITT stage was 70% quality and 30% price.
- ### **9.2. Quality**
- 9.2.1. Quality was scored out of 100% and then weighted to 70% of the final score, using the criteria set out below:

No.	Quality scoring criteria	Weighting (%)
1	Energy Strategy	15
2	Added Value and Sustainability	15
3	Transport and Travel	15
4	Fire Safety	15
5	Social Value & EDI	10
6	Team Management	10
7	Team Organisation	10
8A	Quantity of Resource	5
8B	Adequacy of Resource	5
	<b>Total</b>	<b>100</b>

### 9.3. Price

9.3.1. Bidders were asked to submit a fixed tender price for all elements of the design work and scope, set out in the tender documents. This was inclusive of the cost for apprenticeships and paid work placements which is to be priced at paying London Living Wage, (currently £11.95 per hour, as of 04/2023).

9.3.2. For the Price element, bidders were required to provide a Financial Submission, details of which were provided in the ITT. The prices submitted were scored using the published pricing methodology; whereby the lowest priced bid achieves the highest score of 30%, with the other prices scored in proportion to the highest scored price.

### 9.4. Evaluation

9.4.1. Prior to the tender responses being evaluated, the submissions were screened for compliance. All of the relevant financial checks were carried out by the Council's Finance & Resources Team on all four bidders. The entire process was supervised by a Procurement Category Manager, from the Council's Construction & Environment Procurement Team.

9.4.2. The evaluation panel comprised:

- Head of Housing Delivery - South, Housing Regen and Delivery
- Project Manager, Housing Regeneration & Delivery
- Design and Technical Standards Manager, Housing Services
- Procurement Category Lead

9.4.3. Clarifications were sought regarding the submitted pricing and resourcing schedules, in particular, to clarify that the proposal was for a fixed fee.

- 9.4.4. On receipt of updated pricing and resourcing schedules an evaluation of the bids on a like for like basis was completed, which enabled the project team to identify the bidder that offered best value for the overall service.
- 9.4.5. Tender Clarification meetings were held with all bidders and the evaluation panel on 22 September 2023, followed by a moderation meeting on 26 September 2023.
- 9.4.6. On conclusion of the evaluation process, the scores achieved for price and quality were combined for each bid, and the bidder with the highest overall score emerged as the successful bidder. A summary of the scores achieved is set out in the table below in descending order. For the purpose of this open report, the four bidders have been anonymised.

Bidder	Quality total weighted out of 70%	Price total weighted out of 30%	Total %	Rank
Bidder D	53.92%	23.19%	77.11%	1
Bidder B	61.12%	14.34%	75.46%	2
Bidder A	55.30%	13.85%	69.15%	3
Bidder C	38.52%	30.00%	68.52%	4

## 9.5. Recommendation

- 9.5.1. A preferred bidder was selected using the award criteria and scoring methodology set out in the ITT. Bidder D's bid achieved the highest score overall, in combination with price and quality. Their combined score emerged as the Most Economically Advantageous Tender.
- 9.5.2. It is therefore recommended that the contract for **Multi Disciplinary Consultant services to the Council's New Homes Programme** is awarded to bidder D. The design contract will run for 3 years.
- 9.5.3. A full analysis of each bidders submission is included in Exempt Appendix 2.

## 10. Reason For Recommendation

- 10.1. Overall, Bidder D achieved reasonable to high scores across all quality criteria. Their response included relevant examples of recent work in Hackney, and other work of a suitable scale in inner London. In relation to Added Value and Sustainability, their work demonstrated bringing very valuable experience to their client's project in a neighbouring London Borough.

- 10.2. They scored the 2nd highest on price and are within the project's estimated budget, with only a nominal 7% difference from the bidder that submitted the lowest price. This is outweighed by a significant difference in the quality submission of 15.5%. It is noted that the highest scoring bidder for quality (bidder B) was not the MEAT due to a poor price score due to their significantly higher priced submission than the winning bidder.
- 10.3. In accordance with the Council's Sustainable Procurement Strategy, a core objective of this procurement exercise is to promote diversity and inclusion in the design team. Bidder D satisfies this objective being an engineering consultancy situated in the neighbouring borough of Islington and bordering Hackney. They have partnered with several sub-consultants including SME organisations. They have also exceeded our robust mandatory social requirements as set out in section 9.2.

## **11. Contract Management Arrangements**

### **11.1. Resources and Project Management (Roles and Responsibilities)**

- 11.1.1. The necessary resources and skills to ensure that the project will be successfully managed have been identified and are either available within the Council or have been procured externally.
- 11.1.2. The contract will be let and managed on the terms set out in Hackney's Professional Services Agreement.
- 11.1.3. This project will be managed by the Council's Regeneration Project Manager with support from the Regeneration Strategic Design Team and overseen by the Head of Housing Delivery - South. The full project delivery team is:
- Project Sponsor – Assistant Director - Housing Regeneration and Delivery
  - Project Head of Service – Head of Housing Delivery - South
  - Project Head of Service – Head of Housing Delivery - North
  - Project Lead – Project Manager, Housing Delivery - North
  - Project Support – Project Officer, Housing Delivery - South
  - Procurement Solicitor from the Council's in-house legal team
  - Design Advice – Regeneration Strategic Design Team
  - Employment Advice – Employer Engagement Officer
- 11.1.4. Design Team meetings will be held, fortnightly to track design progress and monthly Project Team meetings led by the Council's Project Managers will be held with the full Project Team to ensure smooth running of the project and to review the wider project objectives in relation to programme, cost, quality, stakeholder and risk management.

- 11.1.5. Throughout the design development stage, the Council's Project Manager will work with the Consultant, and issue instructions on a stage-by-stage basis aligning with RIBA Stages and Council gateway approvals. This will enable sound decision-making on scheme variations and performance prior to committing to the next stage.
- 11.1.6. Day to day management of the contract will be by a dedicated Project Manager from the council and by a dedicated supplier representative, with contractual systems in place for dispute resolutions, contract variation procedures and communications.
- 11.1.7. Further oversight of the contract will be by the Heads of Service and Assistant Director for Housing Regeneration and Delivery who will hold regular senior relationship and contract management meetings with the chosen supplier.

**11.2. Key Performance Indicators**

- 11.2.1. Quarterly Contract Monitoring meetings will be held by Hackney Council to assess the client's satisfaction with the Multi Disciplinary Consultant against a number of Key Performance Indicators (KPIs).
- 11.2.2. The following KPIs were established in the Invitation to Tender (ITT) and shall be implemented in the contract, along with any further KPIs added as the contract is finalised:

	<b>KPIs</b>	<b>Measurable target</b>	<b>Monitoring</b>
1	Adherence to programme	Achieve required progress and milestones against agreed project programme (adherence in no. of weeks per work stage and milestone event)	Monthly project team meetings and at each project gateway  Quarterly contract monitoring review meetings
2	Partnership working with LBH	Understanding of Council objectives and Programme Brief requirements. Collaborative and proactive work with Council team and other consultants. (Level of understanding and collaborative working scored quarterly)	Quarterly contract monitoring review meetings
3	Adherence to brief	Compliance with all Programme Brief requirements as monitored in 'Adherence to Brief Monitor' tool (pass/fail and justification	NHP Programme Brief and Adherence to Brief Monitor  Hackney New Build Design Specification



		against each brief requirement)	Quarterly contract monitoring review meetings
4	Resource deployment including senior management involvement	Compliance with contractual Pricing & Resourcing Schedule across all disciplines, staff grades and work stages (contract management across all projects; invoice approvals scrutiny)	Monthly and milestone invoicing scrutiny and approvals  Quarterly contract monitoring review meetings
5	Response timescale (queries and instructions)	Email response within 5 working days to all instructions, decisions and requests for information	Monthly project team meetings and at each project gateway Quarterly contract monitoring review meetings
6	Quality assurance of deliverables	Delivery of full contractual scope of services in line with agreed Quality Assurance system and industry best practice (Strategic Design and Development team review of all deliverables at each work stage submission)	Quarterly contract monitoring review meetings  Hackney Internal Gateway Review Process (including Building Safety Gateway)
7	Work experience/ placement status	Delivery of committed contractual apprenticeship and work experience obligations (number of apprenticeships and placements secured and mobilised)	Monthly by Employer Engagement Officer  Quarterly contract monitoring review meetings

## **12. Comments of Interim Group Director of Finance**

- 12.1. The report recommends awarding the contract to Bidder D, who scored highest overall and second highest on price.
- 12.2. It should be noted that whilst the preferred bidder scored second highest on price, their quantity of resource scoring was the second lowest and they also had the second most expensive day rate. However, the project team are confident that the amount of resourcing the bidder has allocated to the service is sufficient and that there shouldn't be a need for additional resourcing in the future.
- 12.3. There is budget within the individual New Homes Programme projects to pay for the works relating to the contract sum.
- 12.4. There are also 2 lots of contingency being requested in the report. These are to cover additional works both on the New Homes Programme and

wider Regeneration projects. If required, these will need to be approved by the relevant Head of Service at the appropriate time. Budget availability will also need to be validated by Finance.

**13. VAT Implications On Land & Property Transactions**

Not applicable

**14. Comments of the Acting Director of Legal, Democratic and Electoral Services**

- 14.1. On the 14th March 2023, Hackney Procurement Board agreed a Medium Risk Business Case in respect of procuring for consultancy services in relation to the New Homes Programme. The contract in this report was part of such Business Case.
- 14.2. Paragraph 2.19 of Contracting Standing Orders states that, all procurements with a risk assessment of “Medium Risk” will be overseen by Cabinet Procurement and Insourcing Committee if the award of contracts are above £2m. This contract is valued above this threshold and is therefore being presented to Cabinet Procurement and Insourcing Committee for approval.
- 14.3. Details of the procurement process undertaken to appoint the consultant for this matter are set out in this Report.

**15. Comments of the Procurement Category Lead**

- 15.1. The procurement exercise to appoint a consultancy to deliver the New Homes Programme - Multi Disciplinary, Engineering and Technical Consultancy Services followed a two stage Restricted Tender Procedure comprising of a Selection Questionnaire (SQ), followed by an Invitation to Tender (ITT). The opportunity was advertised using the Find A Tender Service, following Public Contracts Regulations 2015.
- 15.2. Prior to this exercise a business case, PRIMAS, RAT was approved. In tendering, Social Value was assured and KPI's measures incorporated. All in-tender and evaluation clarification questions have been closed out. The tender exercise has been transparent, fair, equal and non discriminatory.
- 15.3. Following a low risk financial evaluation rating of the recommended consultant the Procurement Team has advised the Service to adopt some mitigating measures prior to contract execution. This proposal has been taken up and in contract risk management will be carried out.
- 15.4. It is the considered opinion of the procurement team that this exercise followed a compliant process and has resulted in the Most Economically Advantageous Tender recommendation and is assessed as meeting all necessary requirements to deliver these works satisfactorily.

## Appendices (EXEMPT )

Exempt Appendix 1 - Selection Questionnaire Submissions Summary

Exempt Appendix 2 - Tender Evaluation Summary

By Virtue of Paragraph(s) 3 Part 1 of schedule 12A of the Local Government Act 1972 this report and/or appendix is exempt because it contains Information relating to the financial or business affairs of any particular person (including the authority holding the information) and it is considered that the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

## BACKGROUND PAPERS

None

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## CABINET PROCUREMENT & INSOURCING COMMITTEE

### CONTRACT VARIATION / EXTENSION REPORT

<b>Title of Report</b>	Extension of Temporary Accommodation Dynamic Purchasing System
<b>Key Decision No.</b>	CED S286
<b>CPIC/HPB Meeting Date</b>	4 December 2023
<b>Classification</b>	Open
<b>Ward(s) Affected</b>	All
<b>Cabinet Member</b>	Cllr Sade Etti, Deputy Cabinet Member For Housing Needs and Homelessness
<b>Key Decision</b>	Yes
<b>Group Director</b>	Rob Miller, Strategic Director Customer & Workplace
<b>Original Cost of Contract</b>	£118,000,000 (£16m per year spend 4 years, 18m per year spend 3 years)
<b>Value of Proposed Variation</b>	£80,000,000 (£20m per year spend)
<b>Total cumulative value of the contract including all previous variations and the proposed variation if agreed</b>	£198,000,000 spend over 10 years

#### 1. Cabinet Member's Introduction

- 1.1 The report provides a business case for the extension of the current Dynamic Purchasing System (DPS) used to procure temporary accommodation for homeless residents. The extension will enable the Benefits & Housing Needs Service to fulfil its statutory duty to house homeless households.
- 1.2 Hackney finds itself on the frontline of the housing crisis, with over 3,000

households currently in temporary accommodation. The DPS is essential in ensuring that we have the accommodation needed on any given day for those residents that approach us as homeless.

- 1.3 At the same time, we acknowledge the challenges of the DPS and the desire to move to a more effective, integrated system. This report seeks an extension of up to four years, but if the necessary internal work on systems can be completed before that date, work will commence to bring forward a replacement.

## **2. Group Director's Introduction**

- 2.1 The DPS is used to procure temporary accommodation (stage 1 emergency, and stage 2 private sector leased accommodation) for the homeless residents that the Council has a statutory duty to house. The current DPS has been running for almost 7 years and is due to expire on 26th January 2024. This report addresses what action needs to be taken prior to the end of the current DPS term.
- 2.2 The DPS system was recommended as the most effective way of enabling all types of temporary accommodation to be procured within one system on a continuous basis. The initial procurement was for a four year term - see Key Decision No. FCR N19 - Cabinet Procurement Committee Meeting 23rd January 2017.
- 2.3 The DPS system was then extended for a further three years through to January 2024. This was to allow a comprehensive review of systems to take place which had been on hold due to the resource impact of the Covid19 pandemic. This was agreed at Cabinet Procurement Committee Meeting 7th December 2020. The Benefits and Housing Needs Service has not had the capacity or resources to restart the review of this system due to the impact of the pandemic and the recovery needed from the criminal cyber attack.
- 2.4 The system involves suppliers completing a series of online questions about the provision and management of properties they wish to provide for temporary accommodation. These responses are then evaluated by a panel of up to four officers from the Benefits and Housing Needs Service.
- 2.5 The DPS, which is always open to bids, allows suppliers to apply to join throughout its duration. Unsuccessful suppliers can reapply to join at any time, and are provided feedback to support their applications. The open nature of the DPS is a significant advantage as it allows new suppliers to join and properties to be provided on a continuous basis.
- 2.6 Currently there are 31 suppliers on the DPS. In the financial year 2022/23 a total of £18,369,448 was paid to these suppliers for temporary accommodation.

- 2.7 The DPS is a stand alone system with no contract management module.
- 2.8 Although the DPS has limitations, currently it is the best option for the Benefits & Housing Needs Service to continue with business as usual. Over the last three years progress has been made on developing new systems. But there is still a significant amount of manual processes that surround the DPS which mean that we can not effectively implement an alternative system at present.

### **3. Recommendations**

- 3.1 Cabinet Procurement and Insourcing Committee is recommended to agree to extend the current Temporary Accommodation Dynamic Purchasing System for a period of up to four years, from 26th January 2024 to 26th January 2028.**

### **4. Related Decisions**

- 4.1 The current Dynamic Purchasing System was procured in 2016 with the Contract Award Report agreed at Cabinet Procurement Committee in January 2017.
- 4.2 A three year extension of the contract was agreed at Cabinet Procurement Committee in December 2020.

### **5. Background and details of the proposed variation**

- 5.1 The DPS was procured in 2016, to replace two framework agreements (one each for stage 1 and stage 2 accommodation) which had been the source of temporary accommodation suppliers for the Council. This model offered an ineffective solution, as Frameworks are closed after the tender process, restricting the service to only those providers appointed to the Framework. The nature of the accommodation needs in Hackney meant that suppliers were required urgently and this resulted in a large amount of off contract spend as officers used non Framework providers to meet urgent need, which was either non compliant (under Council Contract Standing Orders [CSOs], which state spend must be covered by a contract or a STA), or covered by a large number of Single Tender Actions (STAs).
- 5.2 The Dynamic Purchasing System model offered a resolution to this issue, as suppliers can join a DPS at any stage of its duration, and can try again if their application fails. This allows for the service to encourage more suppliers to join the DPS, offering a wider variety of accommodation options, giving a more compliant solution and reducing off contract spend and STAs.
- 5.3 The DPS system was then extended for a further three years. This was to allow a comprehensive review of systems to take place which had been on

hold due to the resource impact of the Covid19 pandemic. This was agreed at Cabinet Procurement Committee Meeting on the 7th December 2020.

- 5.4 The DPS is currently divided into 4 categories based on the types of properties required by the Council. These categories are Bed and Breakfast, Hostels, Annexes and Private Sector Leased accommodation. During the 4 years of operation, the current DPS has seen bids from a wide variety of providers, including local small and medium enterprises and larger, national companies.
- 5.5 This model will continue during the extension period. The volume of work under each category is reliant upon the requirements of residents being placed into temporary accommodation.
- 5.6 The comprehensive review of systems that was due to take place has been disrupted by the impact of the cyber attack. The key systems that were utilised by the Temporary Accommodation Team i.e. Temporary Accommodation Payment to Landlord (TAPL) and Universal Housing (UH) were lost in the attack.
- 5.7 Work is ongoing to build new systems to replace the manual processes that are currently in place. Meaning at this time we are not in a position to integrate any alternative property management system.
- 5.8 The proposal is therefore to extend the current DPS contract by four years to allow the new systems to be fully built and embedded into the Benefits & Housing Needs Service.
- 5.9 Following the new systems being embedded this will also allow time for a further option appraisal to be carried out based on revised requirements.

## **6. Alternative Options (Considered and Rejected)**

### **6.1 Build A Bespoke Management System In House**

- 6.1.1 This option was rejected for two reasons, firstly the significant cost and resources required from the Council to develop and build a bespoke in-house system. Secondly, the other systems currently in use within the service are manual or in the process of being rebuilt following the cyber attack. Meaning we are not currently able to clearly define the integration required for any management system to work effectively

### **6.2 Purchase ADAM Or Another Temporary Accommodation Property Management Software Solution.**

- 6.2.1 The ADAM product can either be purchased and utilised as a direct replacement for the DPS or can be joined as part of the WREN Group (Waltham Forest, Redbridge, Ealing and Newham).



6.2.2 Utilising the ADAM solution through the WREN Group has the following advantages:

- Councils use many common suppliers and 49 of our suppliers are already on the ADAM system.
- ADAM supports suppliers through the application process. Removing the need for the time consuming chasing, evaluating and scoring.
- Once a supplier is approved available properties are loaded onto the system for Councils to book. Currently this is all done manually via emails between various officers and suppliers.
- All the relevant safety certificates are also uploaded with the property and the system provides prompts for when these are due to expire. Again these are currently provided manually via email exchange with the supplier. Documents are being stored on google drives and logged on a spreadsheet to track expiry dates.
- Payments are automatically adjusted for overpayments utilising the booking dates entered. Payments currently have to be manually adjusted.

6.2.3 The main issue regarding the potential use of ADAM is the manual processes that are currently used within the Benefits & Housing Needs Service. Following the loss of legacy systems in the cyber attack, bookings and payments are made via a complex network of spreadsheets.

6.2.4 Development work is ongoing to build new systems that will allow booking and payments to be carried out more effectively. Until these are operational, the Benefits & Housing Needs Service isn't in a position to accurately scope the integration requirements of ADAM.

6.2.5 ADAM is designed purely to procure, book and make payments for temporary accommodation from private providers. The Benefits & Housing Needs Service also needs to make payments for void Council properties used for temporary accommodation and leased properties.

6.2.6 This option was rejected as the research carried out into using ADAM (or an alternative system, if available as the market is extremely small) highlighted the need for clear, effective integrations between ADAM / the system and other Hackney systems, such as payments and housing allocations, in order to achieve the best results. As set out above, these processes are currently manual and carried out utilising a complex network of spreadsheets, so integration isn't currently possible or cost effective. Also there is currently ongoing work building new systems for temporary accommodation bookings and payments, until these have progressed further, it is not possible to effectively integrate a management system such as ADAM.

### 6.3 **Procure a new Dynamic Purchasing System**

- 6.3.1 This option was rejected for three reasons. Firstly, the time required to complete the full Find a Tender process needed to set up a new Dynamic Purchasing System would be significant, a minimum of six to nine months. The process would not be complete prior to the end of the current DPS and short / medium term Single Tender Actions would need to be put in place for all DPS suppliers.
- 6.3.2 Secondly, the time and resources required, from both the Council in setting it up and the suppliers in applying to join (current DPS providers would have to reapply to join the new system) would be significant. The Benefits & Housing Needs service is currently under extreme pressure due to the increase in homeless approaches, the impact of the Housing Crisis on supply and the cost of living crisis, meaning it is not possible to undertake this resource intensive piece of work.
- 6.3.3 Thirdly, the procurement of a new DPS would not resolve the wider issues, regarding the volume of manual processes currently being utilised to provide and manage accommodation. As discussed in this report, work is ongoing to build new systems to resolve this. The commitment to a new DPS would not fit into the long term strategic goals of the service area, and may add further complication.

### 7. **Justification for the proposed contract variation**

- 7.1 The extension would allow the Benefits & Housing Needs Service to continue to function with business as usual and ensure greater compliance of spend than if the DPS were not in place.
- 7.2 Through the work of the Housing Supply Team the number of suppliers on the DPS has been increased.
- 7.3 This option wouldn't require any additional cost as the system is already fully operational and supported in house.
- 7.4 The DPS offers a compliant solution, under the Public Contracts regulations 2015, to the procurement of temporary accommodation suppliers.

### 8. **Whole Life Costing/Budgets**

The provision of temporary accommodation for homeless residents is a statutory duty and therefore financing for procurement of accommodation is available. This is provided via Government grants, Housing Benefit subsidy and Council funding.

## 9. Risk Assessment/Management

Risk	Likelihood	Impact	Overall	Action to avoid/mitigate risk
No DPS in place - no compliant contracts / spend	Low ▾	High ▾	High ▾	Extend current DPS. Encourage, and provide support for non-DPS suppliers to join.
Loss of suppliers due to extending DPS	Low ▾	High ▾	Low ▾	Support suppliers through the process to join the DPS.
Non compliance with procurement regulations	High ▾	High ▾	High ▾	See comments below

8.1 Currently we have 50 suppliers that are outside the DPS. 41 of these are non-compliant under the Council CSOs as the spend is not covered by a contract or STA. Extending the DPS as proposed in this report will not necessarily rectify this situation, however the contract management officer will be continuing to work with suppliers to move them on to the DPS. Steps that have been taken to move suppliers onto the DPS are:

- Support / training sessions for suppliers to assist with the software aspect of completing the tender.
- Raising awareness of the DPS via Landlord forum and supplier meetings.
- Regular chasing and discussion with suppliers.
- Rent increases not being agreed until the DPS tender process has been completed.
- Possible suspension of payments until the tender process is completed.

8.2 Purchasing ADAM would reduce the number of non-compliant suppliers to 33 as more of our suppliers are on the WREN group DPS. ADAM would work with the remainder of our suppliers to support them to join the WREN group DPS.

8.3 If a new DPS was procured all suppliers would need to reapply. This would be an opportunity to ensure that all became compliant. However a new DPS would not be available by January 2024 and so non compliant spending would take place or numerous Single Tender Actions would be required. Further, supporting all suppliers through this process would require a team of officers being employed solely for this purpose.

## 9. Savings

9.1 The proposed extension of the DPS will not lead to any savings. However it

will also not result in any additional cost. It will allow the service to continue with business as usual.

## **10. Sustainability Issues and Opportunities, Social Value Benefits**

### **10.1 Procuring Green**

10.1.1 Included in the DPS are questions relating to the environmental sustainability of the properties the suppliers will be providing.

### **10.2 Procuring For A Better Society**

10.2.1 Procuring temporary accommodation helps provide assistance to some of the most economically disadvantaged residents in Hackney.

10.2.2 We work with other London boroughs by utilising the pan London rates to ensure that we don't overpay for accommodation.

### **10.3 Procuring Fair Delivery**

10.3.1 Procuring temporary accommodation is the first step to helping support some of the most vulnerable residents in Hackney into a settled home.

10.3.2 Where possible we procure temporary accommodation within Hackney so that residents can remain local.

10.3.3 Procuring locally also allows families to maintain continuity with schools and contribute to the local economy.

### **10.4 Equality Impact Assessment and Equality Issues**

10.4.1 The procurement of temporary accommodation is part of the Homelessness Strategy. Attached at Appendix 1 is the equality impact assessment that supports the strategy.

### **10.5 Social Value Benefits**

10.5.1 DPS temporary accommodation suppliers will be providing high quality accommodation to vulnerable residents.

## **11. Contract Management Arrangements**

11.1 The management of the current DPS contracts is incorporated into roles in the Housing Supply Team, in particular the Contract Management Officer and the Housing Supply Team Manager. This will continue going forward.

- 11.2 Also intrinsically linked to the management of the DPS contracts are the Temporary Accommodation Team. They have the majority of day to day dealings with suppliers and tenants so will highlight issues that need to be discussed with suppliers at contract meetings e.g. speed of repairs and property standards in accordance with the Housing Health & Safety Rating System.

## **12 New Key Performance Indicators**

Not applicable

<b>Main KPI Targets Set</b>	<b>Monitoring</b>
1. Comply with LBH minimum property standards	Inspections by LBH and / or setting the standards.
2. Providing all necessary documentation relating to safety / standards	Prior to initial let. Also via inspection and supplier contract meetings.
3. Adhering to repairs priority schedule - Appendix C of the DPS Service Specification.	Housing Supply Team monitors time taken for repairs and quality of the repairs. Supplier liaison / escalation, inspections and contract meetings.

## **13 Comments Of Interim Group Director Of Finance**

- 13.1 This report seeks approval of the proposed extension to the current Dynamic Purchasing System (DPS) used to procure temporary accommodation for homeless residents.
- 13.2 The value of the proposed contract extension is £80m across a four year period, with an estimated annual cost of £20m. The actual expenditure will vary depending on the level of supply required for the service to meet its statutory obligations.
- 13.3 As outlined in Section 2 (2.6) of this report, there are currently 31 suppliers on the DPS, and in the financial year 2022/23 a total of £18.37m was paid to these suppliers for temporary accommodation.
- 13.4 All spend relating to the provision of temporary accommodation will be funded through existing service budgets and recovery of housing benefit in line with LHA 2011.

13.5 All payments made to suppliers are, and should continue to be paid in arrears. This approach ensures financial accountability and aligns with our established processes.

#### **14 VAT Implications On Land & Property Transactions**

14.1 The Council does, where appropriate and necessary, sign up to short term (usually 3 years) leases with some providers.

14.2 Where a Landlord is granting the Council a lease on a building the VAT liability of that supply would rest with the Landlord, unless there is room for challenge if they are charging VAT where it is a normal residential accommodation. Once the buildings are leased to the Council, if the accommodation is then rented out to residents under a statutory obligation then it may be classed as Non-business and outside the scope of VAT.

14.3 In order to determine the VAT status of each leased property, the Council will ask the Landlord to provide copies of their VAT registration certificate and any option to tax that they have in place on the said building. This documentation will be confirmed with Finance and Legal.

#### **15 Comments Of The Acting Director of Legal, Democratic and Electoral Services**

15.1 The proposed extension of the Dynamic Purchasing System, (DPS), outlined in this Report under paragraph 3.1 would constitute a variation of contract under paragraph 4 of the Council's Standing Orders, (CSO). Pursuant to CSO 4.9, this Report is being presented to Cabinet Procurement and Insourcing Committee as the total cost of the contract including the contract extension exceeds the sum of £2m.

15.2 CSO 5.4 provides that, *"Where a Framework Agreement or DPS has been established by the Council for the supply of goods, works or services, Officers shall only procure those goods, works or services regardless of value, through this route unless the written consent of the Group Director, Finance and Corporate Resources, or their designated deputy is obtained. Such procurements shall be carried out in accordance with these Contract Standing Orders having regard to the Directorate's Procurement Plan and to the need to achieve value for money"*. Accordingly, if the service decides to implement a new system, (as outlined in Clause 1.3 in this Report) within the period of validity and extension period, then this will require the express written consent to do so.

15.3 Regulation 34(28)(a) of the Public Contracts Regulations 2015 allows for such a four year DPS extension. The Council will need to ensure that they notify the Commission of any change in the period of validity by the form initially used for the call for competition for the DPS. A Find a Tender notice

will need to be published updating the original contract notice, setting out the period of extension.

**16 Comments Of The Procurement Category Lead**

- 16.1 Under The Public Contracts Regulations 2016 regulation 34 (27) Contracting authorities shall indicate the period of validity of the dynamic purchasing system in the call for competition, therefore the extension for another 4 years is within the permissible of the rule. The extension period will be noted in the procurement information notice and contract notices.
- 16.2 In the first quarter of 2023, the procurement team issued a letter to all 30 suppliers in the DPS letting them know that we intended to extend the agreement and requesting them to express interest in remaining in the Framework. Out of the 30, 29 responded to our letter via the system and finance carried out credit checks to ensure they are still financially viable. The extension of the DPS will reduce the need to re-compete and save time for the service to execute their core duties.
- 16.3 Further mini-competitions shall be carried out in accordance with these Contract Standing Orders and all documentation shall be recorded and held on the project file. The procurement Corporate Services will ensure the new value and end date is updated on Procontract.

**Appendices**

- Appendix 1 - Equalities Impact Assessment
- Appendix 2 - DPS Specification Document

**Background Documents**

None

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# LONDON BOROUGH OF HACKNEY

## Homelessness Strategy 2019-2022

### Equality Impact Assessment

#### STEP 1: DEFINING THE ISSUE

##### 1. Why are we putting in place a Homelessness Strategy?

It is a statutory duty for each local authority to have a Homelessness Strategy and for this to be reviewed at least every 5 years. Hackney Council is drafting a new Homelessness Strategy to refresh the earlier Strategy which ended in 2018.

That main objectives of the previous Strategy were:

1. to offer a high quality and innovative service to homeless households,
2. to assist households in crisis to explore all the options available to them and
3. to find long term housing solutions for people threatened with homelessness.

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Over the last 5 years, the Council has made notable progress in meeting these objectives in an increasingly difficult environment, that has seen significant demographic changes in the borough, substantial increases in property and rental prices, continued austerity and welfare reform and the introduction of the Homelessness Reduction Act.

As accommodation in inner London has become increasingly more unaffordable; the ongoing migration of more affluent households to Hackney is increasing the demand in the private sector removing some properties from the rented market and forcing rents higher. This has had a knock on effect on the council's ability to procure temporary accommodation which has become more difficult to source and more expensive to secure.

The introduction of the Homelessness Reduction Act in 2018 placed additional duties on the council, in particular with regard to single residents. Whilst the council was commended on the manner in which the new obligations were rolled out this has placed increased demand on an already stretched service.

Supply of Social Housing has also significantly reduced with fewer properties available year on year; this is due to a number of factors such as the impact of right to buy and/or the need for properties to be held back for regeneration decants. Consequently, the options for residents already in temporary accommodation have diminished and the period residents remain in TA has increased significantly.

As a result homelessness in the Borough continues to rise (applications and acceptances), and this Strategy is a response to the changing housing landscape in the borough. It builds on the achievements of the previous Homelessness Strategy, whilst responding and adapting to the changing environment in which homelessness and support services are delivered.

This strategy review has focussed on the following workstreams:

- Single People - assisting vulnerable individuals and tackling rough sleeping
- Customer Care - delivering the best possible service
- Early intervention and prevention - reducing the risk of people becoming homeless
- Access for all - removing barriers and reducing disadvantage.

## **2. Who are the main people that will be affected?**

Anyone that is currently experiencing or facing homelessness, also people who may be at risk of homelessness in the future.

Staff employed by the Council with the focus upon customer care and existing providers will be affected if the Council changes or reduces services as a result of the Strategy implementation.

Analysis has shown that a number of protected groups are overrepresented in homeless applications in comparison to the borough profile.

- A higher proportion of residents from Black and Ethnic Minority groups are making homeless applications than are living in the borough.
- A higher proportion of females are making homeless applications especially those in lone parent households.
- A growing proportion of approaches are made from applicants with multiple and complex mental and physical health problems

## **STEP 2: ANALYSING THE ISSUES**

### **3. What information and consultation have you used to inform your decision making?**

3.1. There are a number of ways that the extent of homelessness in Hackney can be measured; the numbers of approaches under the Homelessness Reduction Act (prevention and relief) , homeless applications, homeless decisions, households in temporary accommodation etc. The majority of this information is collected automatically and reported to the Ministry for Housing, Communities and Local Government (MHCLG) through HClic. Previously much of this data was reported to MHCLG through the P1E return.

3.2 The Homelessness Reduction Act placed additional duties on the local authority and changed the reporting requirements to the government. It is therefore difficult to make direct comparisons between pre and post HRA data however it is clear that there has been an increase in residents approaching the council for advice and assistance.

3.3 Increasing numbers of households in Temporary Accommodation are a reflection of both the increased number of approaches and the limited supply of affordable accommodation in the borough.

3.4. During 2019, Homeless Link were commissioned to refresh of the Homelessness Strategy and engaged with service users, our key partners and the members of the homelessness Partnership Board who were invited to give their views on our approach to help us achieve our objectives, and the responses received form part of the basis for this Strategy.

## **Equality Impacts**

### 4. Identifying the impacts

#### 4.1 What positive impact could there be overall, on different equality groups, and on cohesion and good relations?

Building on the strengths of previous strategies, the Council's central aim is to deliver comprehensive and accessible services to prevent homelessness and assist homeless households in finding long term affordable and sustainable housing.

This is underpinned by three key objectives:

1. to offer high quality, collaborative and innovative services to homeless households,
2. to assist households at risk of homelessness to explore all options available to prevent homelessness
3. to find long term housing solutions for people threatened with homelessness.

The Council recognises that each individual household has its own unique set of circumstances and needs (whether individual or families) will have different needs and support requirements.

The Council is using the Strategy as a framework in which to explore initiatives and services through the Action Plan rather than an analysis of needs through the Strategy.

The Council will also use this to monitor the equalities implications of services as they develop to assess whether their impact has an impact on the protected groups identified earlier.

4.2 Age - Homelessness can affect residents at any age however there is a larger proportion of younger (under 40) residents approaching the council for assistance. This strategy recognises the different causes and drivers of homelessness across age groups and promotes a flexible response.

4.3 Ethnicity - Just over a third (36%) of respondents to the 2011 Census in Hackney described themselves as White British. The remainder is made up of black and minority ethnic groups, with the largest group Other White, followed by Black African, 11.4%. (2011 Census)

It is difficult to compare ethnicity of those who have received homeless application decisions to Census data due to differing categories, and the Government's P1E returns only record at a higher level. However since April 2018 following the introduction of the Homelessness Reduction Act the Benefits and Housing Needs Service has been able to more accurately record ethnicity data of applicants approaching the council for assistance.

The proportion of BME households approaching as homelessness is disproportionate to the general population in the Borough, The trend towards a higher proportion of BME households applying for assistance is not new but has been accentuated by the changes in welfare reform initiated since 2010. The Access for All workstream is intended to remove barriers and reduce disadvantage.

Overcrowding is often an underlying factor in households being at risk of or becoming homeless and generally BME households have proportionately higher levels of overcrowding compared to White households. Although not a direct intention of this strategy, actions taken to reduce or mitigate the impact of overcrowding will benefit all BME households generally.

It is recognised that BME residents face higher levels of deprivation which is also a driver for homelessness. This is an issue explored in a wider context by the council through anti-poverty and other strategies.

4.4 Gender - The figures for homelessness show that households accepted as homelessness are disproportionately headed by a female (63%). Over half of all households accepted as homeless were lone parent households, headed by a female. The strategy will have an overall positive effect on women who are over-represented among homeless households through tackling and preventing homelessness and meeting housing need. Providing comprehensive advice services across all tenures will also benefit women at risk of domestic violence, and those at most risk through the impact of welfare reform changes.

Single homeless applicants however are disproportionately male applicants and this group will benefit from the strategies flexible and person centred approach to service delivery.

Outreach services directed towards tackling rough sleeping will disproportionately benefit men, who form the larger part of the rough sleeping population. This is addressed through the rough sleeper strategy.

We do not consider that the Homelessness Strategy will have an adverse impact on the grounds of gender.

4.5 Sexual orientation – The sexual orientation of homeless or potentially homeless applicants is not recorded but we know from working with partners that many young people will have been thrown out of home, or otherwise excluded from housing because of their sexuality. Aside from this group there is no evidence to indicate that LGBTQI+ individuals are more likely to face homelessness or risk of homelessness. The Homelessness Strategy promotes services which are personalised, flexible and focused on individual circumstances and goals and which are psychologically-informed, the strategy also recognises specific need to address the issues faced by younger adults experiencing homelessness. We do not consider that the Homelessness Strategy will have an adverse impact on the grounds of sexual orientation.

4.6 Religion or belief - Just over a third of Hackney's residents are Christian, although this is a lower percentage than the London and England averages. Hackney has significantly more people of Jewish and Muslim faiths and a higher proportion of people with no religion and those who did not state a religion, than London and England. (2011 Census). Although some data is recorded at application stage, this is not a consideration in the discharge of housing need, it is therefore difficult to determine if there is any discrepancy in outcomes for particular groups. As the Strategy promotes a personalised approach and assistance is not targeted as being exclusively for people of any particular religion, belief or faith, the impact of the strategy is likely to be neutral. It should be noted however that the strategy promotes working with partners and includes Registered Housing Providers, as there are a number of faith based housing associations in the borough there is an opportunity to utilise this relationship to make a positive contribution to mitigate the impacts of homelessness.

We do not consider that the Homelessness Strategy will have an adverse impact on the grounds of religion or belief.

4.7. Pregnancy and maternity - Homelessness legislation provides protection to residents who are pregnant or have dependent children, recognising these applicants as having a priority need. The strategy supports this through a personalised approach that meets the individual needs of residents. We do not envisage that there will be any adverse impact on the grounds of pregnancy or maternity because of the introduction of the Homelessness Strategy.

4.8. Gender reassignment - there is no suitable data on gender reassignment that would indicate any additional risk of homelessness for this equality group. As the strategy supports a personalised approach to meet the individual needs of residents we do not envisage that there will be any adverse impact on the grounds of pregnancy or maternity because of the introduction of the Homelessness Strategy.

4.9. Marriage and civil partnership - there is no suitable data on marriage or civil partnership that would indicate any additional risk of homelessness for this equality group. We do not envisage any adverse impact on the grounds of marriage and civil partnership because of the introduction of the Homelessness Strategy.

4.10. Disability - Although there is little data to indicate that disabled residents are more or less likely to experience homelessness than other residents, physical and mental health issues are a relevant consideration. Physical disabilities can render existing accommodation unsuitable or in need of significant adaptation, poor mental health can lead to actions and behaviours that make sustaining or securing a tenancy more difficult. The Strategy promotes a person centred approach to provide individual support and advice through individualised personal housing plans and

access or signposting to appropriate service or partners. We do not envisage any adverse impact on the grounds of disability because of the introduction of the Homelessness Strategy.

4.11. What negative impact could there be overall, on different equality groups, and on cohesion and good relations?

4.12. The Homelessness Strategy seeks to bring together all the strands of support provided for residents who are homeless or at risk of homelessness. The causes of homelessness are complex and the council's response to support residents experiencing homelessness or risk of homelessness are equally diverse. There are a number of different initiatives, projects and services that both directly and indirectly help to prevent homelessness and help residents to retain or obtain suitable affordable accommodation. Responsibility for delivering these programmes falls to a number of different departments across the Council, as well as statutory and voluntary organisations that work in partnership with the Council. The Homelessness Strategy seeks to draw this provision into a more cohesive and responsive offer.

4.13. The Strategy does not directly advocate the redirection of services or funding. Consequently, we do not envisage that there will be any adverse impact to any of the identified protected groups

### STEP 3: REACHING OUR DECISION

5. The recommended decision

5.1. It is recommended that Cabinet approve the adoption of the Homelessness Strategy. In developing this strategy, we sought the views of our internal and external partners that are engaged in providing advice and support to residents . The strategy will be monitored by the Hackney Homelessness Partnership Board to ensure it remains relevant and continues to meet the needs of homeless households in Hackney.

### STEP 4 DELIVERY – MAXIMISING BENEFITS AND MANAGING RISKS

#### Equality and Cohesion Action Planning

Please list specific actions which set out how you will address equality and cohesion issues identified by this assessment. For example,

- Steps/ actions you will take to enhance positive impacts identified in section 4 (a)
- Steps/ actions you will take to mitigate against the negative impacts identified in section 4 (b)
- Steps/ actions you will take to improve information and evidence about a specific client group, e.g. at a service level and/or at a Council level by informing the policy team ([equality.diversity@hackney.gov.uk](mailto:equality.diversity@hackney.gov.uk))

No	Objective	Actions	Outcomes highlighting how these will be monitored	Timescales/ milestones	Lead Officer
1	Understand and monitor the profile of residents approaching as homeless or at risk of homelessness	Utilise HClic data and reporting tools in Jigsaw to profile existing caseload and new approaches. Report on outcomes and trends. Develop action plan to deliver early interventions.	Quarterly reports to the Head of Benefits and Housing Needs Service. Annual Report to Hackney Homelessness Partnership Board.	Ongoing Quarterly reporting	Head of Benefits and Housing Needs
2	Understand the underlying causes of homelessness across equality groups, in particular; disability, ethnicity, age, gender and sexuality.	Utilise HClic data and reporting tools in Jigsaw to profile new approaches. Report on outcomes and trends. Develop action plan to deliver early interventions.	Quarterly reports to the Head of Benefits and Housing Needs Service. Annual Report to Hackney Homelessness Partnership Board.	Ongoing Quarterly reporting	Head of Benefits and Housing Needs

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**DYNAMIC PURCHASING AGREEMENT**

**DATED JANUARY 2022**



**THE LONDON BOROUGH OF HACKNEY**

**AND**

**[insert name of provider]**

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**DYNAMIC PURCHASING AGREEMENT  
FOR THE  
PROCUREMENT AND MANAGEMENT  
OF THE  
COUNCIL'S TEMPORARY ACCOMMODATION SCHEME**

---

London Borough of Hackney  
Hackney Town Hall  
Mare Street  
London  
E8 1EA

**Ref: FIN028766. ProContract Ref: DN124883**



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SCHEDULE 9	CONTRACTOR'S TENDER AND PROPOSAL / METHOD STATEMENT

**THIS AGREEMENT** is made on the ..... day of ..... 2022

**BETWEEN:-**

- (1) **THE LONDON BOROUGH OF HACKNEY** of Hackney Town Hall, Mare Street, London E8 1EA (hereinafter called "**the Council**")

and

- (2) [insert name of provider] (Company Number: [insert company number]) whose registered address is at [insert address of registered office] (the "**Contractor**").

**BACKGROUND**

- (A) The Council placed a voluntary OJEU contract notice on 08/04/2016 ("the Contract Notice) to establish a Dynamic Purchasing System seeking expressions of interest from Contractors for the provision of **Private Managed Temporary Accommodation Services** to the Council under a DPS Agreement.
- (B) The Council invited potential Contractors (including the Contractor) to tender for the provision of Private Managed Temporary Accommodation.
- (C) The Contractor submitted a tender for the provision of Private Managed Temporary Accommodation.
- (D) On the basis of the Contractor's tender, the Council appointed the Contractor to the Dynamic Purchasing System ("**the System**") by way of executing a Dynamic Purchasing System Agreement ("the Agreement") to provide services to the Council through the placing of orders for services by the Council in respect of the Services in accordance with this Agreement for Lots [redacted] and [redacted].
- (E) This Agreement sets out the award and Protocol for services which may be required by the Council and the obligations of the Contractor during and after the term of this Agreement.
- (F) It is the Parties' intention that there will be no obligation for the Council to place any Orders under this Agreement during the Contract Term.

**IT IS AGREED** as follows:-

1. **INTERPRETATION**

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

- "**Agreement**" means this Dynamic Purchasing Agreement, all Schedules to this agreement and any Order for Services accepted by the Contractor.
- "**Audit**" means an audit carried out pursuant to Clause 19
- "**Auditor**" means the Council's internal auditor and/or the National Audit Office as the context requires

<b>“Authorised Officer”</b>	means the Council’s authorised representative with day-to-day conduct of the Agreement and as stated at <b>Clause 43.3</b> .
<b>"Award Criteria"</b>	means the Award Criteria as contained in <b>Schedule 2</b>
<b>"Commencement Date"</b>	means 01 April 2017
<b>"Commercially Sensitive Information"</b>	means any Confidential Information comprised of information:- <ul style="list-style-type: none"><li>(a) which is provided in writing by the Contractor to the Council in confidence and designated as Commercially Sensitive Information; and/or</li><li>(b) that constitutes a trade secret</li></ul>
<b>"Complaint"</b>	means any formal complaint raised by the Council in relation to the performance of the Agreement or provision of the Services in accordance with <b>Clause 44</b> .
<b>"Confidential Information"</b>	means:- <ul style="list-style-type: none"><li>(a) any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA; and</li><li>(b) the Commercially Sensitive Information</li></ul> but does not include any information:- <ul style="list-style-type: none"><li>(i) which was public knowledge at the time of disclosure (otherwise than by breach of Clause 20 (Confidential Information));</li><li>(ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</li><li>(iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</li><li>(iv) is independently developed without access to the Confidential Information</li></ul>
<b>“Contract Price”</b>	means the price (excl. VAT) payable by the Council as consideration for the provision of Services by the Contractor as set out in the

Order Form, but subject always to the maximum price payable by the Council (including management fees, utilities and other costs as the case may be) as set out in **Schedule 3**.

<b>"Contract Term"</b>	means the period commencing on the Commencement Date and continuing for an initial period of four (4) years, subject to any extensions in accordance with <b>clause 3</b> or on earlier termination of this Agreement
<b>"Contract Variation Procedure"</b>	means the procedure set out in <b>Schedule 8</b>
<b>"Contracting Authority"</b>	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Council
<b>"Contractor's Lease"</b>	Means a lease of a Unit granted to the Contractor by the Owner where the Owner is a third party
<b>"Default"</b>	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Agreement and in respect of which such Party is liable to the other
<b>"Deliverables"</b>	means those deliverables listed in the Order Form(s) (where applicable)
<b>"DPA"</b>	means the Data Protection Act 2018 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
<b>"Emergency Placement"</b>	means a referral from the Council in exceptional circumstances requiring the Contractor to provide emergency services to a Nominee for housing; such requests being in accordance with the Specification;
<b>"Environmental Information Regulations"</b>	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
<b>"Equipment"</b>	means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Agreement;
<b>"Fees Regulations"</b>	means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

<b>"Force Majeure"</b>	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:-</p> <p>(a) any industrial action occurring within the Contractor's or any sub-contractor's organisation; or</p> <p>(b) the failure by any sub-contractor to perform its obligations under any sub-contract;</p>
<b>"FOIA"</b>	<p>means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;</p>
<b>"Fraud"</b>	<p>means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud the Council;</p>
<b>"Good Industry Practice"</b>	<p>means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;</p>
<b>"Guidance"</b>	<p>means any guidance issued or updated by the UK Government from time to time in relation to the Regulations;</p>
<b>"Information"</b>	<p>has the meaning given under Section 84 of the Freedom of Information Act 2000;</p>
<b>"Intellectual Property Rights"</b>	<p>means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;</p>
<b>"ITT"</b>	<p>means the invitation to tender issued by the Council on 22/07/2016;</p>
<b>"Key Personnel"</b>	<p>means any individual identified in the Order Form as being key personnel</p>



"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Contractor is bound to comply
"Lease Agreement"	Means the lease agreement(s) entered into between the Council and Lessor(s) in relation to Hostel accommodation (Lot 3) and Private Sector Leased Premises (Lot 4).
"Management & Maintenance Services"	Means the property management and maintenance services forming part of the Services which the Contractor shall provide for each Unit as more particularly described in the Order Form(s) and Specification
"Management Information"	means the management information specified in <b>Schedule 6</b>
"Month"	means a calendar month
"Nomination Notice"	Means a notice in writing from the Council to the Contractor providing the details of the main applicant (the Nominee) and each member of their household submitted in accordance with the procedure set out in the Specification
"Nominee"	Means a person aged 16 or over named in a Nomination Notice to whom the Council has a duty under the Housing Act 1996 (as amended) and the Homelessness Act 2002
"Order"	means an order for Services served by the Council on the Contractor in accordance with <b>clause 8</b> and the Protocol
"Order Form"	means a document setting out details of an Order in the form set out in <b>Schedule 4</b> which sets out the description of the Services to be supplied including, where appropriate, the Key Personnel, the Unit(s), the timeframe, the Deliverables and the Quality Standards, which incorporates the terms and conditions contained in this Agreement
"the Owner"	Means : <ul style="list-style-type: none"><li>(i) the Contractor (if the Contractor owns the freehold of a Unit); or</li><li>(ii) a third party who may lawfully grant to the Contractor a lease in respect of a Unit(s) pursuant to the Contractor's Lease</li></ul>
"Parent Company"	means any company which is the ultimate Holding Company of the Contractor and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the

same or similar business to the Contractor. The term "**Holding Company**" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto;

- "Party"** means the Council and/or the Contractor;
- "Premises"** means the location where the Services are to be supplied, as set out in the Order Form;
- "Pricing Schedule"** means the schedule setting out the Contract Price and other charges at **Schedule 3**;
- "Private Sector Leased Premises"** Premises which the Council possesses of by way of a Lease Agreement between it and the Landlord;
- "Prohibited Act"** the following constitute Prohibited Acts:
- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
    - (i) induce that person to perform improperly a relevant function or activity; or
    - (ii) reward that person for improper performance of a relevant function or activity;
  - (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
  - (c) committing any offence:
    - (i) under the Bribery Act 2010;
    - (ii) under legislation creating offences concerning fraudulent acts;
    - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
    - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.
- "Property"** means the property, other than real property, issued or made available to the Contractor by the Council in connection with the Agreement;
- "Protocol"** means the ordering (and award) procedures referred to in **Clause 8**, which underpins the methodology the Council shall operate when ordering Services under the Agreement;
- "Quality Standards"** means the quality standards as specified within the Specification and published by BSI British Standards, the National Standards

	Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form(s)) and any other quality standards set out in the Order Form(s);
<b>"Questionnaire"</b>	means the response submitted by the Contractor to the questionnaire issued by the Council <i>for the purposes of establishing the Agreement</i> ;
<b>"Quarter"</b>	Means 1 Jan - 31 March; 1 Apr - 30 June; 1 July - 30 Sept; 1 October - 31 December;
<b>"Regulations"</b>	means the Public Contracts Regulations 2015 as amended;
<b>"Regulatory Bodies"</b>	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council;
<b>"Replacement Contractor"</b>	means any third party service provider appointed by the Council to supply any services which are substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the expiry, termination or partial termination of the Agreement;
<b>"Requests for Information"</b>	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations;
<b>"Services "</b>	means the private managed temporary accommodation scheme services and/or property management services to be supplied as specified in the Specification ( <b>Schedule 1</b> ) and set out in the Order Form;
<b>"Staff"</b>	means all persons employed by the Contractor together with the Contractor's servants, agents, suppliers and sub-contractors used in the performance of its obligations under Agreement;
<b>"Special Conditions"</b>	Means any additional conditions which are not set out in the Agreement and/or the Order that supplement or refine the Agreement and which are agreed between the Contractor and the Council in respect of a Service and which shall form part of the Agreement;
<b>"Staff Vetting Procedures"</b>	means the Council's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information or a sensitive of confidential nature or the handling of

information which is subject to any relevant security measure and safeguarding legislation to which the Council is subject when contracting with external contractors.

<b>"Tender"</b>	means the tender submitted by the Contractor in response to the Council's open invitation to Contractors for formal offers to supply it with the Services pursuant to the Agreement;
<b>"Transferring Employees"</b>	Means any transfer of employees by operation of TUPE or otherwise in connection with this Agreement on expiry or earlier termination of this Agreement;
<b>"TUPE"</b>	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>"Unit(s)"</b>	Means self-contained or non-self-contained residential dwelling(s) within a property for occupation by a Nominee (and their household);
<b>"Void"</b>	Means a Unit(s) which is vacant and either available for occupation by a Nominee or under repair;
<b>"Variation"</b>	has the meaning given to it in Clause 35 (Variation);
<b>"Working Day(s)"</b>	means any day other than a Sunday or public holiday in England and Wales;
<b>"Year"</b>	means a calendar year.

- 1.2 The interpretation and construction of this Agreement shall all be subject to the following provisions:-
- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
  - 1.2.2 words importing the masculine include the feminine and the neuter;
  - 1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
  - 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
  - 1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- 1.2.6 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- 1.2.7 references in this Agreement to any Clause or Sub-Clause or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause or Schedule to this Agreement so numbered;
- 1.2.8 references in this Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Agreement so numbered;
- 1.2.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.10 in the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

## **2. STATEMENT OF INTENT**

- 2.1 In delivering the Services, the Contractor shall operate at all times in accordance with any and all of the Council's published policies and in accordance with the Specification.
- 2.2 The Contractor has been appointed and the Council has entered into this Agreement on the basis of the Contractor's response to the Questionnaire and ITT and, in particular, the representations made by the Contractor to the Council in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- 2.3 Clause 2 is an introduction to this Agreement and does not expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions of this Agreement, except and to the extent that those terms and conditions do not address a particular circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted and construed so as to give full effect to Clause 2.

# **PART ONE: AGREEMENT, AWARD PROCEDURE AND SERVICE PROVISION**

## **3. TERM OF AGREEMENT**

- 3.1 The Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Contract Term.
- 3.2 Subject to clause 3.1 above and the satisfactory performance of its obligations under the Agreement the Council may (at its sole discretion) extend this Agreement for successive periods on giving at

least 3 months' written notice to the Contractor. The provisions of the Agreement will apply throughout any such extended period unless varied in writing.

- 3.3 The duration of services called-off under the Agreement will be specified in the Order and will be unaffected by the termination of this Agreement.

#### **4. SCOPE OF AGREEMENT**

- 4.1 This Agreement governs the relationship between the Council and the Contractor in respect of the provision of Services by the Contractor to the Council.

- 4.2 The Council may at its absolute discretion and from time to time order Services from the Contractor in accordance with the Protocol during the Contract Term.

- 4.3 The Contractor acknowledges that there is no obligation for the Council to purchase any Services from the Contractor during the Contract Term.

- 4.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Council in respect of the total value of Services to be ordered by them pursuant to this Agreement and the Contractor acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.

- 4.5 The Council may Order Services as and when the need arises taking into account the Contractor's accommodation availability and the order process is set out in **Clause 8** below.

#### **5. CONTRACTOR'S APPOINTMENT AND STATUS**

- 5.1 In consideration of the payment by each Party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each Party the Council appoints the Contractor as a potential Contractor of the Services referred to in the Specification and the Contractor shall be eligible to be considered for the placing of Orders for such Services by the Council during the Contract Term.

- 5.2 At all times during the Contract Term the Contractor shall be an independent contractor and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Agreement.

#### **6. NON-EXCLUSIVITY**

- 6.1 The Contractor acknowledges that, in entering this Agreement, no form of exclusivity or volume guarantee has been granted by the Council for the Services from the Contractor and that the Council is at all times entitled to enter into other contracts and agreements with other contractors for the provision of any or all services, which are the same as or similar to the Services.

#### **7. SPECIAL CONDITIONS**

- 7.1 The Parties agree that there should be provision for Special Conditions to be applied to individual Orders for Services to meet any specific or unique needs relating to the Services or service users at

any point in time; however such conditions shall not seek to substantially alter the terms set out in the Agreement.

7.2 Any Special Conditions to be applied to specific Orders shall be agreed between the Contractor and the Council and set out in the Order.

## 8. AWARD PROCEDURES

### Awards under the Agreement

8.1 If the Council decides to source Services through the Agreement then it may award its Services requirements in accordance with the procedures set out in the Protocol (as set out in **Schedule 2**).

8.2 Subject to **Clause 8.1** the Council when ordering Services under the Agreement shall place an Order with the successful Contractor adhering to the procedures stated to within the Protocol which:-

8.2.1 states the Service requirements including the relevant Lot which is being called off;

8.2.2 identifies the required amount of Unit(s) and where available, the name of the Nominee the Council is nominating to the Contractor;

8.2.3 states the Contract Price payable for the Services requirements in accordance with the Pricing Schedule applicable for the Services; and

8.2.4 incorporates the Agreement and includes any Special Conditions.

8.3 Where a mini competition is undertaken by the Council, the Contractor agrees that all tenders submitted by the Contractor in relation to a mini-competition shall remain open for acceptance for fourteen (14) days (or such other period specified in the invitation to tender issued by the Council in accordance with the Protocol).

8.4 Notwithstanding the fact that the Council has followed the procedure set in the Protocol, the Council shall be entitled at all time to decline to make an award for its Services requirements. Nothing in this Agreement shall oblige the Council to place any Order for Services with the Contractor.

## 8.5 RESPONSIBILITY FOR AWARDS

Not used.

## 8.6 FORM OF ORDER

8.6.1 Subject to **Clauses 8.1 to 8.5** above, the Council may place an Order with the Contractor either following a request for suitable properties instigated by the Council or the Contractor. Once the Contractor has identified suitable properties which meets the Council's requirements, the Contractor shall submit its availability as referred to in Schedule 2 to the Council who shall inform the Contractor whether the proposed properties meets its needs or not. Where the Council deems the properties suitable, they shall issue an Order to the Contractor, in writing, in substantially the form set out in **Schedule 4** or such similar or analogous form agreed with the Contractor including systems of ordering by facsimile.

## 8.7 ACCEPTING AND DECLINING ORDERS

8.7.1 Following receipt of an Order issued in accordance with **clause 8.6**, the Contractor shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the Council and notified to the Contractor in writing at the same time as the submission of the Order (which in any event shall not exceed four (4) hours for Emergency Placement) acknowledge receipt of the Order and either:-

- (a) notify the Council that it declines to accept the Order; or
- (b) notify the Council that it accepts the Order by signing and returning the Order Form, which shall always be deemed to incorporate the Agreement.

### 8.7.2 If the Contractor:-

- (c) notifies the Council that it declines to accept an Order; or
- (d) the time-limit referred to in **Clause 8.7** has expired;

8.7.3 Then the offer from the Council to the Contractor shall lapse and the Council may offer that Order to another Contractor in accordance with the process set out in the Protocol for ordering Services.

8.7.4 A binding contract shall be formed on receipt of an Order Form signed by the Contractor pursuant to **Clause 8.6** in relation to those Services in the Order.

8.7.5 Once a Call-Off Contract has come into existence in accordance with this **Clause 8**, the Council shall be entitled to nominate Nominee(s) to the Unit(s) using the Nomination Notice form attached to the Specification at **Schedule 1** (Specification).

## 9. SUPPLY OF SERVICES

### 9.1 The Services

9.1.1 The Contractor shall supply the Services during the Contract Term in accordance with the Council's requirements as set out in the Agreement in consideration for the payment of the Contract Price. The Council may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.

9.1.2 Payments made for Voids shall be determined by the accommodation type as follows:

- 9.1.2.1 Lot 1 – Bed and Breakfast: No payments shall be made;
- 9.1.2.2 Lot 2 – Annexes: No payments shall be made;
- 9.1.2.3 Lot 3 – Hostels: The Council shall pay the Contract Price for Voids PROVIDED the Unit(s) is ready for re-let within 24 hours of it becoming Void. . If minor repairs are needed by a Unit then up to 5 days void period is allowed provided that an inspection by the Council first confirms the necessity for the repairs. In the event that major repairs are required this must be confirmed with the Council in advance and no more



than 24 hours after the vacancy date to allow for void payment. Payment shall not be made for Voids which exceed 5 days unless agreed in advance by the Council.

9.1.2.4 Lot 4 PSL: The Council shall pay the Contract Price for Void Unit(s) PROVIDED the Unit(s) is/are ready for re-let within five (5) days of becoming Void. For the avoidance of doubt the Council shall be entitled to cease payment of the Contract Price where a Unit is not ready for letting within the period stated. The Contract Price shall become payable by the Council to the Contractor when a Unit is ready to be re-let. Where repairs to the Void Unit will exceed five (5) days the Contractor may request an extension of time to effect the required repairs. Provided the extension is requested within 72 hours of the Unit becoming vacant and provided further that an inspection by the Council confirms the necessity for the repairs and the repair time, the Council shall pay the Contract Price for the void period. Where the Contractor fails to request an extension of time to effect repairs or where the repair period overruns the agreed extension period the Council shall be entitled to withhold payment of the Contract Price for the extended period or overrun period, as the case may be.

9.1.3 If the Council informs the Contractor in writing that the Council reasonably believes that any part of the Services does not meet the requirements of the Agreement or differs in any way from those requirements, and this is other than as a result of a Default on the part of the Council, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Council.

9.1.4 Subject to the Council providing prior written approval in accordance with **Clause 9.3** (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Agreement, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

9.1.5 The Contractor shall license to the Council for the use and occupation by the Council's Nominees any available and vacant Units as and when instructed to do so by the Council, in accordance with the Specification.

9.1.6 The Contractor undertakes to procure any number or type of Units or to fill any number or type of vacant Units as reasonably instructed by the Council.

9.1.7 The accommodation will consist of Units that may be shared or self-contained, with respect to the latter, the proportion and numbers of which the Council will inform the Contractor and may vary according to its requirements from time to time for housing accommodation for homeless households. The Council may also require some of the Units to be accessible for Nominees to prevent their households from being homeless and/or Nominees with physical disabilities, including those providing full wheelchair accesses.

9.1.8 Each Unit shall be furnished in accordance with requirements set out in the Services Specification.

9.1.9 The Council will nominate Nominees to the Units in accordance with the Specification. The Nominees will be granted non-secure Licences by the Council and the Contractor will manage the Unit in accordance with the Management and Maintenance Services specified within the Specification.

- 9.1.10 The Contractor shall maintain up to date records and information relating to the performance of the Services and shall allow the Council's Authorised Officer and any such persons as may from time to time be nominated by the Authorised Officer (including representatives of other public bodies or agencies) access on reasonable notice (save in the case of emergency or for statutory or audit purposes where no notice shall be required) to:
- 9.1.10.1 all work places used by the Contractor for the purposes of inspecting work being performed for the provision of the Services;
  - 9.1.10.2 all work places used by the Contractor for the purposes of inspecting records and documents in the possession custody or control of the Contractor in connection with the provision of the Services;
  - 9.1.10.3 any personnel or agent of the Contractor for the purposes of interviewing such persons in connection with the provision of the Services.
- 9.1.11 The Contractor shall by a term in any authorised sub-contract secure a similar right of access for the Council and its auditors for the purpose of conducting any audit investigation relating to the operation of the Agreement.
- 9.1.12 The Contractor shall facilitate the inspection of Units (undertaken in the course of spot checks) by the Council, its officers or agents at any time.
- 9.1.13 Not used
- 9.1.14 Notwithstanding anything to the contrary contained herein, if the Contractor or any of its Staff is the Owner of the premises that is due to be a "Unit" which it is intended by the Parties be occupied by a Nominee in accordance with this Agreement, the Contractor shall disclose in writing ownership thereof (together with title thereto) in advance.
- 9.1.15 The Contractor shall provide to the Authorised Officer performance indicators in such form and at such intervals as specified in the Specification or as otherwise agreed between the Parties. This is further set out in Schedule 6.
- 9.1.16 The Contractor shall) carry out regular inspections of all Units to identify any repair requirements or other issues and to also ensure that they are occupied by the Council's Nominee and must notify the Council of any irregularities and/or unauthorised occupants as soon as reasonably practicable. The Contractor shall further submit details of any inspections to the Council as follows:
- 9.1.16.1 Lot 1 – Bed and Breakfast: Daily sign in sheets are required for all households and monthly inspections of all Units shall be conducted. The Contractor must notify the Council as soon as a household do not sign in for 48 hours and also conduct an immediate room inspection.
  - 9.1.16.2 Lot 2 – Annexes: Inspections of Units shall be conducted 7 days after occupation and then monthly thereafter.
  - 9.1.16.3 Lot 3 – Hostels: Daily sign in sheets are required for all households and monthly inspections of all Units shall be conducted. The Contractor must notify the Council as

soon as a household do not sign in for 48 hours and also conduct an immediate inspection of the Unit.

- 9.1.16.4 Lot 4 – PSL: Inspections of Units shall be conducted 7 days after occupation, monthly thereafter for the first 6 months and quarterly thereafter.
- 9.1.17 The Contractor shall notify the Authorised Officer of any changes in the Nominees circumstances as may be relevant to the Council's statutory duty to provide accommodation as it comes to the attention of the Contractor.
- 9.1.18 The Contractor shall comply with their Contractor's Lease terms and pay all sums due thereunder promptly.
- 9.1.19 The Contractor shall notify the Council as soon as they become aware of a household vacating a Unit in the event that the Council has not already notified the Contractor.
- 9.1.20 Subject to the provisions of this clause 9 and as determined by the accommodation concerned, the Contractor may serve notice on the Council at any time to the effect that a Unit will no longer be available for use or letting pursuant to this Agreement as follows.
- 9.1.20.1 Lot 1 – Bed and Breakfast: One months' notice is required.
- 9.1.20.2 Lot 2 – Annexes: Two months' notice is required.
- 9.1.20.3 Lot 3 – Hostels: Notice shall be given in accordance with the Lease Agreement. Lease renewal negotiations will commence 6 months prior to the end of the lease.
- 9.1.20.4 Lot 4 – PSL: Notice shall be given in accordance with the Lease Agreement. Lease renewal negotiations will commence 6 months prior to the end of the lease.
- 9.1.21 The Contractor shall supply in writing within one (1) Working Day to the Council full details of whether and when any offer for accommodation has been accepted or rejected by each Nominee and if the offer is rejected the reason given by the Nominee for rejection.
- 9.1.22 Service Providers providing Services under Lot 4 (PSL) shall provide Management & Maintenance Services in respect of the relevant Lot 4 properties in accordance with the Management Agreement conditions of contract set out in the Specification (**Schedule 1**).

## **9.2 Provision and Removal of Equipment**

- 9.2.1 Unless otherwise stated in the Order, the Contractor shall provide all the Equipment necessary for the supply of the Services.
- 9.2.2 Other than for purposes of effecting repairs to Voids or in the case of an emergency, the Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining the Council's prior written approval.
- 9.2.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Council shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Council's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of

Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.

9.2.4 The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

9.2.5 The Contractor shall, at the Council's written request, at its own expense and as soon as reasonably practicable:-

9.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Council is either hazardous, noxious or not in accordance with the Agreement; and

9.2.5.2 replace such item with a suitable substitute item of Equipment.

9.2.6 On completion of the Services, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

### **9.3 Manner of Carrying Out the Services**

9.3.1 The Contractor shall at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Agreement the Contractor shall agree the relevant standard of the Services with the Council prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Agreement in accordance with the Law and Good Industry Practice.

9.3.2 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

### **9.4 Key Personnel**

9.4.1 The Parties have agreed to the appointment of the Key Personnel as detailed with the Contractors Tender. The Contractor shall, and shall procure that any sub-contractor shall, obtain the prior Council's prior written approval before removing or replacing any Key Personnel during the Contract Term, and, where possible, at least one (1) months' written notice must be provided by the Contractor of its intention to replace Key Personnel.

9.4.2 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Council. The Contractor shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

9.4.3 The Council may also require the Contractor to remove any Key Personnel that the Council considers in any respect unsatisfactory. The Council shall not be liable for the cost of replacing any Key Personnel.

## 9.5 Contractor's Staff

9.5.1 The Council may, by written notice to the Contractor, require the Contractor to refuse to admit onto, or withdraw permission to remain on, the Premises:-

9.5.1.1 any member of the Staff; or

9.5.1.2 any person employed or engaged by any member of the Staff;

whose admission or continued presence would, in the reasonable opinion of the Council, be undesirable.

9.5.2 At the Council's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Agreement to the Premises, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Council may reasonably request.

9.5.3 The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises.

9.5.4 If the Contractor fails to comply with **Clause 9.6.1** or **Clause 9.6.2** within one (1) Month of the date of the request then the Council may terminate the Agreement, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

9.5.5 The decision of the Council as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with **Clause 9.6.2** shall be final and conclusive.

9.5.6 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Staff employed or engaged by the Contractor at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedure.

## PART TWO: CONTRACTOR'S GENERAL OBLIGATIONS

### 10. WARRANTIES AND REPRESENTATIONS

10.1 The Contractor warrants and represents to the Council that:-

10.1.1 it has full capacity, authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Agreement;

10.1.2 this Agreement is executed by a duly authorised representative of the Contractor;

10.1.3 in entering into this Agreement or accepting any Order it has not committed any Fraud;

10.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender and the Questionnaire Response (including statements made in relation to the categories

referred to in Regulations 57 and 58 of the Regulations) for the provision of Services are true, accurate, and not misleading save as may have been specifically disclosed in writing to the Council prior to the execution of this Agreement and it will promptly advise the Council of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

- 10.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Agreement;
- 10.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 10.1.5 above;
- 10.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for the Services under the Agreement;
- 10.1.8 it has not committed any offence under the Bribery Act 2010 (or under any replacement enactment);
- 10.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Agreement and any Order;
- 10.1.10 it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations (if any) under this Agreement and any Order;
- 10.1.11 it has taken all required "right to work" checks to make sure that all employees are entitled to be employed or engaged by the Contractor to perform the Services;
- 10.1.12 it has taken all required DBS and other safeguarding checks in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time to ensure that any employees are not barred from the activity;
- 10.1.13 it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Agreement;
- 10.1.14 the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- 10.1.15 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue; and

in the three (3) years prior to the date of this Agreement:-

- 10.1.15.1 it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

10.1.15.2 it has been in full compliance with all applicable securities, laws and regulations in the jurisdiction in which it is established; and

10.1.15.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Agreement.

10.2 The Contractor warrants and represents the statements in **Clause 10.1** above to the Council.

## 11. PREVENTION OF CORRUPTION

11.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council or any other public body or person employed by or on behalf of the Council or any other public body any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Agreement, any Order or any other contract with the Council or any other public body or person employed by or on behalf of the Council or any other public body (including its award to the Contractor, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.

11.2 The Contractor warrants that it has not paid commission or agreed to pay any commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with this Agreement, any Order or any other contract with the Council or any other public body or person employed by or on behalf of the Council or any other public body.

11.3 In the event the Contractor, its Staff or any person acting on the Contractor's behalf, engages in conduct prohibited by **Clauses 11.1** or **11.2** above or commits a Prohibited Act the Council may:-

11.3.1 terminate the Agreement and cancel any Orders (including Orders accepted by the Contractor) with immediate effect by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination; or

11.3.2 recover in full from the Contractor and the Contractor shall indemnify the Council in full from and against any other loss sustained by the Council in consequence of any breach of this Clause, whether or not the Agreement has been terminated.

## 12. CONFLICTS OF INTEREST

12.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of the Council) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to the Council under the Agreement.

12.2 The Contractor shall promptly notify and provide full particulars to the Council if such conflict as referred to in **Clause 12.1** above arises or is reasonably foreseeable to arise.

12.3 The Council reserves the right to terminate the Agreement immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or

personal interests of the Contractor and the duties owed to the Council under the provisions of this Agreement. The action of the Council pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

12.4 This Clause shall apply during the Contract Term and for a period of one (1) year after its termination or expiry.

### 13. SAFEGUARD AGAINST FRAUD

13.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Council.

13.2 The Contractor shall notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

13.3 If the Contractor or its Staff commits any Fraud in relation to the Agreement or any other contract with a Contracting Authority or the Council, the Council may:-

(e) terminate the Agreement with immediate effect by giving the Contractor notice in writing and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Term; and/or

(f) recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause.

### 14. CONTRACT PERFORMANCE

14.1 The Contractor shall perform all Services in accordance with:-

14.1.1 the requirements of this Agreement; and

14.1.2 any special or further conditions set out in an Order it has accepted.

14.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Agreement and the terms and conditions of an Order, the terms and conditions of this Agreement shall prevail.

### 15. CONTRACT PRICE AND PAYMENT

15.1 The prices offered by the Contractor for the provision of Services shall be the price as stated when the Order is placed.

#### **Contract Price**

15.2 In consideration of the Contractor's performance of its obligations under the Agreement, the Council shall pay the Contract Price in accordance with **Clauses 15.4 – 15.10** (Payment and VAT).



- 15.3 The Council shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Agreement.

#### **Payment and VAT**

- 15.4 The Council shall pay all sums due to the Contractor within twenty-eight (28) days of receipt of a valid invoice, submitted monthly, in arrears, in accordance with the payment profile set out in the Order.
- 15.5 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.
- 15.6 The Contractor shall be entitled to payment of the Contract Price in accordance with **Clause 15.4** from the first day a Unit is ready to be let to the Council that has executed an Order Form, notwithstanding whether the Licence Agreement has commenced.
- 15.7 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding twenty-eight (28) days from the receipt of a valid invoice.
- 15.8 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 15.9 The Contractor shall indemnify the Council on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Council at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Agreement. Any amounts due under this Clause 15.9 shall be paid by the Contractor to the Council not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Council.
- 15.10 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement under Clause 26.4 (Termination on Default) for failure to pay undisputed sums of money.

#### **Recovery of Sums Due**

- 15.11 Wherever under the Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with the Council.
- 15.12 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

repairs

- 15.13 The Contractor shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Contractor.
- 15.14 All payments due shall be made within a reasonable time unless otherwise specified in the Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

## **REVIEW OF CONTRACT PRICE**

- 15.15 The rates contained in the Pricing Schedule (Schedule 3) shall be reviewed from time to time. The Contractor acknowledges that the Council is subject to the Pan London agreement and is obliged to honour the rates set by the Pan London group.
- 15.16 Where the rates set out in Schedule 3 are varied, up or down, they shall not apply retrospectively but only to new Services Ordered.

## **16. POLICY AND STATUTORY OBLIGATIONS**

- 16.1 The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the provision of the Services.

### **Health and Safety**

- 16.2 The Contractor shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Council shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and/or Unit(s) and which may affect the Contractor in the performance of its obligations under the Agreement.
- 16.3 While on the Premises and/or Unit(s), the Contractor shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.
- 16.4 The Contractor shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Premises and/or Unit(s) where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 16.5 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Agreement.
- 16.6 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

### **Environmental Requirements**

- 16.7 The Contractor shall, when working on the Premises, perform its obligations under the Agreement in accordance with the Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and

minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## 17. NON-DISCRIMINATION

- 17.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).
- 17.2 The Contractor shall take all reasonable steps to secure the observance of **Clause 17.1** by all Staff, servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Agreement.

## PART THREE: CONTRACTOR'S INFORMATION OBLIGATIONS

## 18. CONTRACT PERFORMANCE AND MANAGEMENT INFORMATION

- 18.1 The Contractor shall submit Management Information to the Council in the form set out in **Schedule 6** throughout the Contract Term on the last day of every Quarter in respect of any Services being provided.
- 18.2 The Contractor shall also comply with the monitoring arrangements set out in the Specification and Order Form including, but not limited to, providing such data and information as the Contractor may be required to produce under the Agreement.
- 18.3 The Contractor shall attend meetings as and when required by the Council and shall also supply monthly Key Performance Indicator reports as set out in Schedule 6.
- 18.4 The Council may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) month's written notice of any changes.

## 19. RECORDS AND AUDIT ACCESS

- 19.1 The Contractor shall keep and maintain for six (6) years after the termination or expiry of the Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Agreement including the Services provided under it and the amounts paid by the Council.
- 19.2 The Contractor shall keep the records and accounts referred to in **Clause 19.1** above in accordance with good accountancy practice.
- 19.3 The Contractor shall, on reasonable notice, afford the Council and/or the Auditor such access to such records and accounts as may be required from time to time.
- 19.4 The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Contract Term and for a period of six (6) years after expiry of the Contract Term to the Council and the Auditor.

- 19.5 The Council shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Services; save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Council.
- 19.6 Subject to the Council's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable cooperation and assistance in relation to each Audit, including:-
- 19.6.1 all information requested by the Auditor within the scope of the Audit;
  - 19.6.2 reasonable access to sites and/or Premises controlled by the Contractor and to equipment used in the provision of the Services; and
  - 19.6.3 access to its Staff.
- 19.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this **Clause 19**, unless the Audit reveals a Default by the Contractor in which case the Contractor shall reimburse the Council for the Council's reasonable costs incurred in relation to the Audit.

## **20. CONFIDENTIALITY**

- 20.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
- 20.1.1 treat the other Party's Confidential Information as confidential; and
  - 20.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
- 20.2 Clause 20.1 shall not apply to the extent that:
- 20.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to clause 22 (Freedom of Information);
  - 20.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 20.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 20.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 20.2.5 it is independently developed without access to the other party's Confidential Information.
- 20.3 The Contractor may only disclose the Council's Confidential Information to its Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

- 20.4 The Contractor shall not, and shall procure that its Staff do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement. In this regard the Council may, on written request, require that those members of the Staff identified in the Council's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement.
- 20.5 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 20.5.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
  - 20.5.2 to any consultant, contractor or other person engaged by the Council or any person conducting a Crown Commercial Service gateway review;
  - 20.5.3 for the purpose of the examination and certification of the Council's accounts;
  - 20.5.4 for any examination pursuant to any Best Value/Value for Money reviews of the economy, efficiency and effectiveness with which the Council has used its resources.
- 20.6 The Council shall use all reasonable endeavours to ensure that any Contracting Authority, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 20.5 is made aware of the Council's obligations of confidentiality.
- 20.7 Nothing in this clause 20 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 20.8 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

## 21. DATA PROTECTION

- 21.1 For the purposes of this **Clause 21**, the terms "Data Controller", "Data Processor", "Data Subject" "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.

21.2 The Contractor shall (and shall procure that its entire Staff) comply with any notification requirements under the DPA and both Parties will duly observe all of their obligations under the DPA which arise in connection with this Agreement.

21.3 Notwithstanding the general obligation in Clause 21.2, where the Contractor is Processing Personal Data as a Data Processor for the Council the Contractor shall:-

21.3.1 Process the Personal Data only in accordance with instructions from the Council as set out in this Agreement or as otherwise notified by the Council;

21.3.2 comply with all applicable laws;

21.3.3 Process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Contractor's obligations under the Agreement;

21.3.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;

21.3.5 take reasonable steps to ensure the reliability of its employees and agents who may have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data;

21.3.6 not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of the Council;

21.3.7 not disclose the Personal Data to any third parties in any circumstances other than with the written consent of the Council or in compliance with a legal obligation imposed upon the Council;

21.3.8 co-operate with the Council to enable the Council to comply with any request under section 7 of the DPA; and

21.3.9 notify the Council within three (3) Working Days if it receives:

(a) a request from a Data Subject to have access to that person's Personal Data; or

(b) a complaint or request relating to the Council's obligations under the DPA.

21.4 The provisions of this **Clause 21** shall apply during the Contract Term and indefinitely after its expiry.

## 22. **FREEDOM OF INFORMATION**

22.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

22.2 The Contractor shall and shall procure that its Sub-contractors shall:

- 22.2.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
  - 22.2.2 provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council's request; and
  - 22.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 22.3 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 22.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 22.5 The Contractor acknowledges that (notwithstanding the provisions of **Clause 22.2**) the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 22.5.1 in certain circumstances without consulting the Contractor; or
  - 22.5.2 following consultation with the Contractor and having taken their views into account:
  - 22.5.3 provided always that where **Clause 22.5.2** applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 22.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 22.7 The Contractor acknowledges that the Commercially Sensitive Information listed in Schedule 7 (of the Agreement) is of indicative value only and that the Council may be obliged to disclose it in accordance with **Clause 22.5**.

## 23. PUBLICITY

- 23.1 Unless otherwise directed by the Council, the Contractor shall not make any press announcements or publicise this Agreement in any way without the Council's prior written consent.
- 23.2 The Council shall be entitled to publicise this Agreement in accordance with any legal obligation upon the Council, including any examination of this Agreement by the Auditor.

23.3 The Contractor shall not do anything which may damage the reputation of the Council or bring the Council into disrepute.

## 24. INTELLECTUAL PROPERTY RIGHTS

24.1 The Intellectual Property Rights in all documents, records, data, or other information produced by the Contractor as part of the Services shall belong exclusively to the Council and the Contractor shall not make or distribute to a third party any copies without the prior written consent of the Authorised Officer.

24.2 The Council grants to the Contractor a bare licence to use the Intellectual Property Rights referred to in Clause **24.1** only for the purposes of performing the Services; such licence to expire on the termination or expiry of this Agreement.

24.3 The Contractor shall indemnify the Council against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of any infringement of any third party Intellectual Property Rights in connection with the provision of the Services.

## PART FOUR: AGREEMENT, TERMINATION AND SUSPENSION

### 25. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE

25.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Agreement, then the Council shall take all reasonable steps to investigate the complaint. The Council may, in its sole discretion, uphold the complaint, or take further action in accordance with **Clauses 26.1 or 26.2** (Termination on Default) of the Agreement.

25.2 In the event that the Council is of the reasonable opinion that there has been a material breach of the Agreement by the Contractor, then the Council may, without prejudice to its rights under **Clauses 26.1 and 26.2** (Termination on Default), do any of the following:-

25.2.1 without terminating the Agreement, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Council that the Contractor will once more be able to supply all or such part of the Services in accordance with the Agreement;

25.2.2 without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;

25.2.3 terminate, in accordance with **Clauses 26.1 or 26.2** (Termination on Default), the whole of the Agreement; and/or



25.2.4 charge the Contractor for and the Contractor shall pay any costs reasonably incurred by the Council (including any reasonable administration costs) in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

25.3 If the Contractor fails to supply any of the Services in accordance with the provisions of the Agreement and such failure is capable of remedy, then the Council shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Council's instructions or such other period of time as the Council may direct.

25.4 In the event that the Contractor:-

25.4.1 fails to comply with **Clause 25.3** above and the failure is materially adverse to the interests of the Council or prevents the Council from discharging a statutory duty; or

25.4.2 persistently fails to comply with **Clause 25.3** above;

25.4.3 the Council may terminate the Agreement with immediate effect by giving the Contractor notice in writing.

## 26. **DEFAULT, DISRUPTION AND TERMINATION**

### **Termination on Default or for Cause**

26.1 The Council may terminate the Agreement by serving written notice on the Contractor with effect from the date specified in such notice where the Contractor commits a Default and:-

26.1.1 the Contractor has not remedied the Default to the satisfaction of the Council within ten (10) Working Days, or such other period as may be specified by the Council, after issue of a written notice specifying the Default and requesting it to be remedied; or

26.1.2 the Default is not, in the opinion of the Council, capable of remedy; or

26.1.3 the Default is of such a serious nature that even if it is capable of remedy justifies termination by the Council.

26.2 The Council may also terminate the Agreement by serving written notice on the Contractor with immediate effect or with effect from the date specified in such notice where any of the following apply:

26.2.1 any conduct on the Contractor's part, whether or not in the course of performing services under the Agreement, which is likely to cause damage to the reputation or standing of the Council; or

26.2.2 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

- 26.3 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Council in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- 26.4 If the Council fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Council in writing of such failure to pay. If the Council fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Contractor may terminate the Agreement in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Council exercising its rights under Clauses 15.11 – 15.14 (Recovery of Sums Due).

#### **Termination on Financial Standing**

- 26.5 The Council may terminate the Agreement by serving notice on the Contractor in writing with effect from the date specified in such notice where (in the reasonable opinion of the Council), there is a material detrimental change in the financial standing and/or the credit rating of the Contractor which adversely impacts on the Contractor's ability to supply the Services under this Agreement.

#### **Termination on Insolvency and Change of Control**

- 26.6 The Council may terminate this Agreement with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:-
- 26.6.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 26.6.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- 26.6.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- 26.6.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 26.6.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 26.6.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- 26.6.7 the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business;

26.6.8 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

26.6.9 any event similar to those listed in **Clause 26.6.1** to **Clause 26.6.8** occurs under the law of any other jurisdiction.

26.7 The Contractor shall notify the Council immediately if the Contractor undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of Control**"). The Council may terminate the Agreement by giving notice in writing to the Contractor with immediate effect within six (6) Months of:-

26.7.1 being notified that a Change of Control has occurred; or

26.7.2 where no notification has been made, the date that the Council becomes aware of the Change of Control,

26.7.3 but shall not be permitted to terminate where written approval was granted prior to the Change of Control.

#### **Termination by the Council**

26.8 The Council shall have the right to terminate this Agreement, or to terminate the provision of any part of the Agreement at any time by giving six (6) Months' written notice to the Contractor.

26.9 In the event of termination of the Agreement, the Council shall only be liable to pay the Contractor such sums as may be due for the Services supplied against an Order entered into prior to the termination of the Agreement.

#### **27. SUSPENSION OF CONTRACTOR'S APPOINTMENT**

27.1 Without prejudice to the Council's rights to terminate the Agreement in **Clause 26** above, if a right to terminate this Agreement arises in accordance with **Clause 26**, the Council may suspend the Contractor's appointment to supply Services to the Council by giving notice in writing to the Contractor. If the Council provides notice to the Contractor in accordance with this **Clause 27**, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the Council in writing from time to time.

#### **28. CONSEQUENCES OF TERMINATION AND EXPIRY**

28.1 Notwithstanding the expiry or termination of the Agreement for any reason, the Contractor shall continue to fulfil its obligations under the Agreement with respect to any Services it may still be providing on the expiry or termination of the Agreement.

28.2 While no new Orders shall be placed after the expiry or termination of the Agreement, Services being provided on the expiry or termination of the Agreement shall continue to be provided in accordance with the Agreement until they are terminated by the Council.

28.3 Where the Council terminates the Agreement under **Clauses 26.1** and **26.2** (Termination on Default) and then makes other arrangements for the supply of Services, the Council may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional

expenditure incurred by the Council throughout the remainder of the Contract Term. The Council shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under **Clause 26.1** or **26.2** (Termination on Default), no further payments shall be payable by the Council to the Contractor until the Council has established the final cost of making those other arrangements.

- 28.4 Subject to **Clauses 10, 29, 30** and **31**, where the Council terminates the Agreement under Clause 26.8 (Break), the Council shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Agreement, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under Clause 26.8.
- 28.5 The Council shall not be liable under **Clause 28.4** to pay any sum which:-
- 28.5.1 was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- 28.5.2 when added to any sums paid or due to the Contractor under the Agreement, exceeds the total sum that would have been payable to the Contractor if the Agreement had not been terminated prior to the expiry of the Contract Term.
- 28.6 Save as otherwise expressly provided in the Agreement:-
- 28.6.1 termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- 28.6.2 termination of the Agreement shall not affect the continuing rights, remedies or obligations of the Council or the Contractor under Clauses 11 (Prevention of Corruption), 15.4 – 15.10 (Payment and VAT), 15.11 – 15.14 (Recovery of Sums Due), 19 (Records and Audit Access), 20 (Confidentiality), 21 (Data Protection), 22 (Freedom of Information), 24 (Intellectual Property Rights), 28 (Consequences of Termination and Expiry), 29 (Liability), 30 (Insurance), 40 (Cumulative Remedies), 46 (Law and Jurisdiction).
- 28.7 Any termination of this Agreement by effluxion of time or otherwise shall not take effect in respect of any Unit which is occupied by a Nominee until possession of the Unit has been lawfully secured as soon as reasonably practicable after the termination of the Agreement. If the Council in discharge of its statutory duty to its homeless clients needs to secure alternative accommodation for a Nominee of a Unit occupied on the date of termination of the Agreement the Council may itself postpone or instruct the Contractor to postpone taking actual possession of a Unit until the Council has secured alternative accommodation for the Nominee.

- 28.8 Within thirty (30) Working Days of the date of termination or expiry of the Agreement, the Contractor shall return to the Council:
- 28.8.1 all Personal Data and Confidential Information belonging to the Council in the Contractor's possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Services, either in its then current format or in a format nominated by the Council (in which event the Council will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Council, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its statutory obligations or obligations under the Agreement, or for such period as is necessary for such compliance; and
- 28.8.2 all Property (including materials, documents, information and access keys) provided to the Contractor under **clause 9.3**. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear).
- 28.9 In addition to the return of materials, on the termination of the Agreement for any reason, the Contractor shall:
- 28.9.1 assist and co-operate with the Council to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
- 28.9.2 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Council for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Council or the Replacement Contractor to conduct due diligence.
- 28.10 If the Contractor fails to comply with **clause 28.8** the Client may recover possession thereof and the Contractor grants a licence to the Client or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.
- 28.11 Where the end of the Contract Term arises due to the Contractor's Default, the Contractor shall provide all assistance under **clause 28.9** free of charge.
- 28.12 At the end of the Contract Term (howsoever arising) the licence granted pursuant to Clause 24.2 shall automatically terminate without the need to serve notice.
- 28.13 The Council shall be entitled to require access to data or information arising from the provision of Services from the Contractor until the latest of:-
- 28.13.1 the expiry of a period of twelve (12) Months following termination or expiry of the Agreement; or
- 28.13.2 the expiry of a period of six (6) Months following the date on which the Contractor ceases to provide Services under any Order.

28.14 Termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under the Agreement prior to termination or expiry.

## 28.15 Disruption

28.15.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Agreement it does not disrupt the operations of the Council, its employees or any other contractor employed by the Council.

28.15.2 The Contractor shall immediately inform the Council of any actual or potential industrial action, whether such action is by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.

28.15.3 In the event of industrial action by the Staff, the Contractor shall seek the Council's prior written approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Agreement.

28.15.4 If the Contractor's proposals referred to in **Clause 28.15.3** are considered insufficient or unacceptable by the Council acting reasonably then the Agreement may be terminated with immediate effect by the Council by notice in writing.

28.15.5 If the Contractor is temporarily unable to fulfil the requirements of the Agreement owing to disruption of normal business by direction of the Council, an appropriate allowance by way of extension of time will be approved by the Council. In addition, the Council will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

## PART FIVE: INSURANCE, LIABILITY and INDEMNITIES

### 29. LIABILITY

29.1 Neither Party excludes or limits its liability for:-

29.1.1. death or personal injury caused by its negligence, or that of its Staff;

29.1.2 fraud or fraudulent misrepresentation by it or its Staff;

29.1.3 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

29.1.4 any claim under **Clause 31**; or

29.1.5 any claim under the indemnity in **Clause 24.3**.

29.2 Subject to **Clause 29.3** and **Clause 29.4** the Contractor shall indemnify and keep indemnified the Council in full from and against all claims, proceedings, actions, damages, costs, expenses and any

other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Agreement or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under the Agreement.

- 29.3 Subject always to **Clause 29.1** and **Clause 29.4**, the liability of either Party for Defaults shall be subject to the following financial limits:-
- 29.3.1 the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Agreement shall in no event exceed £1,000,000 (one million pounds)
- 29.4 Subject to **Clause 29.1**, in no event shall either Party be liable to the other for any:-
- 29.4.1 loss of profits;
  - 29.4.2 loss of business;
  - 29.4.3 loss of revenue;
  - 29.4.4 loss of or damage to goodwill;
  - 29.4.5 loss of savings (whether anticipated or otherwise); and/or
  - 29.4.6 any indirect or consequential loss or damage.
- 29.5 The Council may, amongst other things, recover as a direct loss:-
- 29.5.1 any additional operational and/or administrative expenses arising from the Contractor's Default;
  - 29.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Council arising from the Contractor's Default; and
  - 29.5.3 the additional cost of procuring replacement services for the remainder of the Contract Term following termination of the Agreement as a result of a Default by the Contractor.
- 29.6 Nothing in the Agreement shall impose any liability on the Council in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of the Council to the Contractor that may arise by virtue of either a breach of the Agreement or by negligence on the part of the Council, or the Council's employees, servants or agents.
- 30. INSURANCE**
- 30.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Agreement,

including death or personal injury, loss of or damage to property or any other loss as set out in **Clause 30.2**. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

30.2 For as long as any Services are provided under the Agreement or any Order, the Contractor shall effect and maintain the following insurances:-

**30.2.1 public liability (third party) insurance** with a minimum limit of £5,000,000 (five million pounds) to cover all risks in the performance of this Agreement and the Services from time to time;

**30.2.2 employer's liability insurance** with a minimum limit of indemnity of £10,000,000 (ten million pounds);

**30.2.3 professional indemnity insurance** with a minimum limit of indemnity of £1,000,000 (One Million) for any claim or series of claims arising out of the same occurrence or series of occurrences or such limit as the Council may reasonably require (and as required by law) from time to time and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same with such insurance to be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Agreement;

**30.2.4 Landlord's Buildings Insurance (including Landlords Fixtures & Fittings)** adequate to cover the full reinstatement value of the property which also includes Loss of Rent/Alternative Accommodation cover with the sum insured at the Contractor's discretion.

**30.2.5 Landlord's Contents Insurance** adequate to cover the full replacement value of the contents and furnishings of each individual property.

30.3 Any excess or deductibles under such insurance (referred to in **Clause 30.1** and **Clause 30.2**) shall be the sole and exclusive responsibility of the Contractor.

30.4 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities arising under the Agreement or any Order.

30.5 The Contractor shall produce to the Council, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

30.6 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the Agreement then the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

30.7 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in **Clause 29.2**.



**31. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITY**

31.1 The Parties acknowledge and agree that the Agreement constitutes a contract for the provision of Services and not a contract of employment. The Contractor shall at all times indemnify the Council and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Council is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Term or arising from termination or expiry of the Agreement.

**PART SIX: OTHER PROVISIONS**

**32. CONTRACT MANAGER**

32.1 The Contractor shall ensure that at all times during the Contract Term a Contract Manager is appointed and empowered to act on behalf of the Contractor and that he or she or his or her duly authorised deputy is available to be contacted by an Authorised Officer or as the Authorised Officer may direct at all times during which the Service is to be provided ("**the Contract Manager**").

32.2 Any notice, information, instruction or other communication given or made to the Contract Manager, or the Contract Manager's authorised deputy, shall be deemed to have been given or made to the Contractor.

32.3 Any person proposed to be authorised to act as deputy for the Contract Manager must first be approved in writing by the Authorised Officer before the start of the period during which he or she is proposed to be authorised to act. The Provider shall inform the Council when that person ceases to be authorised to act.

32.4 The Contract Manager and his duly authorised deputy shall:

32.4.1 be suitably qualified and experienced;

32.4.2 be responsible for organising sufficient supervision at all times when the Service is being provided in accordance with the Agreement.

32.4.3 consult with the Authorised Officer and with such other of the Council's supervisory staff as may from time to time be specified by the Authorised Officer or as often as may reasonably be necessary to ensure a continuous and efficient provision of the Service in accordance with the Agreement; and

32.4.4 follow and comply with any reasonable instruction or direction given or issued by the Authorised Officer in connection with the performance of the Service.

### 33. THE AUTHORISED OFFICER

- 33.1 The Authorised Officer shall be the person appointed by the Council's Director of Customer Services (or equivalent) from time to time to act as Authorised Officer and notified to the Contractor in writing.
- 33.2 The Authorised Officer shall have full power and authority to issue instructions and directions on any matter in connection with the proper and adequate performance of the part of the Service to the Contractor and the Contractor shall be bound by the same.
- 33.3 The Director of Customer Services shall within a reasonable time give notice in writing to the Contractor of the replacement of the Authorised Officer or if any person ceases to be an Authorised Officer.
- 33.4 The Council will ensure that an Authorised Officer is available for consultation with the Contractor at all reasonable times. From time to time the Authorised Officer may appoint one or more representatives to act for the Authorised Officer for all purposes in relation to the Agreement. As reasonably practicable after such appointment is made, the Authorised Officer shall give written notice to the Contractor.

### 34. TRANSFER AND SUB-CONTRACTING

- 34.1 The Agreement is personal to the Contractor and the Contractor shall not assign, novate or otherwise dispose of the Agreement or any part thereof without the prior written approval of the Council. The Contractor shall not be entitled to sub-contract any of its rights or obligations under this Agreement, without having obtained the written consent of the Council's Authorised Officer.
- 34.2 Sub-contracting any part of the Agreement shall not relieve the Contractor of any of its obligations or duties under the Agreement. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 34.3 Where the Council has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Council, be sent by the Contractor to the Council as soon as reasonably practicable.
- 34.4 Subject to **Clause 34.6**, the Council may assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof to:-
- 34.4.1 any Contracting Authority; or
  - 34.4.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Council; or
  - 34.4.3 any private sector body which substantially performs the functions of the Council,
- provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Agreement.
- 34.5 Any change in the legal status of the Council such that it ceases to be a Contracting Authority shall not, subject to **Clause 34.6**, affect the validity of the Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to the Council.

- 34.6 If the rights and obligations under the Agreement are assigned, novated or otherwise disposed of pursuant to **Clause 34.4** to a body which is not a Contracting Authority or if there is a change in the legal status of the Council such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as "**the Transferee**"):-
- 34.6.1 the rights of termination of the Council in **Clauses 26.6** (Termination on insolvency and change of control) and **26.1** and **26.2** (Termination on Default) shall be available to the Contractor in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- 34.6.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof with the previous consent in writing of the Contractor.
- 34.7 The Council may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Agreement. In such circumstances the Council shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Agreement and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a Confidential Information undertaking in relation to such Confidential Information.
- 34.8 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Agreement.

## **35. VARIATIONS TO THE AGREEMENT**

- 35.1 Subject to the provisions of this **Clause 35** the Council may request a variation to the Services ordered provided that such variation does not amount to a material change to the Agreement or which may prevent the Contractor from performing its obligations under the Agreement. Such a change is hereinafter called a "Variation".
- 35.2 The Council may request a Variation by completing and sending the Variation form attached at Schedule 5 to the Contractor giving sufficient information for the Contractor to assess the extent of the Variation and any additional cost that may be incurred. The Contractor shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
- 35.3 In the event that the Contractor is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Council may:-
- 35.3.1 agree that the Contractor continues to perform its obligations under the Agreement without the Variation; or
- 35.3.2 terminate the Agreement with immediate effect, except where the Contractor has already delivered part or all of an Order in accordance with an Order Form or where the Contractor can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the

matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 45.

35.4 If the Parties agree the Variation and any variation in the Contract Price it shall be reduced to writing failing which it shall not be of any effect. Once reduced to writing the Contractor shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Agreement.

### **36. FORCE MAJEURE**

36.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Agreement (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Agreement for a period in excess of 6 Months, either Party may terminate the Agreement with immediate effect by notice in writing.

36.2 Any failure or delay by the Contractor in performing its obligations under the Agreement which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

36.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to, or is likely to give rise to, any such failure or delay on its part as described in Clause 36.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

36.4 For the avoidance of doubt, a Force Majeure event shall not include any labour dispute between the Contractor and its employees or failure to provide the Services by any of its agents, contractors or sub-contractors.

### **37. TUPE and HANDOVER**

37.1 It is acknowledged by the Contractor and the Council that TUPE may apply upon expiry or termination of the Agreement for any reason in accordance with the TUPE regulations. The Contractor shall within ten (10) Working Days of the Council's request, provide a list of employee details for all Staff assigned to the provision of the Services, their terms and conditions, including all relevant information as may be reasonably required for disclosure to third parties the Council may appoint for any subsequent contract for the provision of the Services. If the Contractor fails to provide this information it shall not be permitted to tender for any subsequent contract.

37.2 In the event that TUPE applies to any subsequent contract for the provision of Services, then the Contractor shall ensure that the information disclosed is accurate and up to date as at the point of transfer and that it uses all reasonable endeavours to ensure that all known liabilities have been discharged. The Contractor shall provide the Council and any Replacement Contractor with all assistance and information that the Council or the Replacement Contractor reasonably requires for that purpose. The Contractor shall indemnify the Council and the Replacement Contractor against:

37.2.1 all claims, costs, expenses, damages, compensation, fines and other liabilities resulting from a cause of action prior to the date of transfer; and

37.2.2 all claims, costs, expenses, damages, compensation, fines and other liabilities resulting from breach by the Contractor of Regulation 13 of TUPE as amended or from failure to consult with the workforce or any part of it.

37.3 For the avoidance of doubt, breach of this Clause 37 shall be regarded as a material and fundamental breach of the Agreement entitling the Council to immediately terminate the Agreement by written notice.

#### **38. RIGHTS OF THIRD PARTIES**

38.1 A person who is not party to this Agreement ("**Third Party**") has no right to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Agreement or vary any of its terms in accordance with the relevant provisions of this Agreement, such rescission or variation will not require the consent of any Third Party.

#### **39. SEVERABILITY**

39.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated.

39.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Council and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

#### **40. CUMULATIVE REMEDIES**

40.1 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

#### **41. WAIVER**

41.1 The failure of either Party to insist upon strict performance of any provision of the Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

41.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 43.

41.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

**42. ENTIRE AGREEMENT**

- 42.1 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 42.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 42.3 Nothing in this **Clause 42** shall operate to exclude Fraud or fraudulent misrepresentation.

**43. NOTICES**

- 43.1 Except as otherwise expressly provided within this Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party sending the communication.
- 43.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 43.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 43.3 For the purposes of Clause 43.2, the address of each Party shall be:

43.3.1 For the Council:

Address: Hackney Town Hall, Mare Street, London E8 1EA

For the attention of: Jennifer Wynter - Head of Benefits and Housing Needs

Tel: 020 8356 3000

Fax: n/a

Email: jennifer.wynter@hackney.gov.uk

43.3.2 For the Contractor:-

[ ]

Address:

For the attention of:

Tel:

Fax:

Email:

43.4 Either Party may change its address for service by serving a notice in accordance with this Clause.

#### 44. COMPLAINTS HANDLING AND RESOLUTION

44.1 The Contractor shall notify the Council of any Complaint made by service users or other third parties within two (2) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Contractor's plans to resolve such Complaint.

44.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Agreement and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Agreement, the Contractor shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

44.3 Within two (2) Working Days of a request by the Council, the Contractor shall provide full details of steps taken to resolve the Complaint as well as measures to avoid repeat complaints.

#### 45. DISPUTE RESOLUTION

45.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Director of Customer Services.

45.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

45.3 If the dispute cannot be resolved by the Parties pursuant to Clause 45.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 45.5 unless:

45.3.1 the Council considers that the dispute is not suitable for resolution by mediation; or

45.3.2 the Contractor does not agree to mediation.

45.4 The obligations of the Parties under the Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor and its employees, personnel and associates shall comply fully with the requirements of the Agreement at all times.

45.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-

45.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working

Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the President for the time being of the Law Society or such individual's appointee to appoint a Mediator;

- 45.5.2 the Parties shall within [ten (10)] Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the latest version of the Centre for Effective Dispute Resolution ('CEDR') to provide guidance on a suitable procedure;
- 45.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 45.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 45.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties; and
- 45.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60)] Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

**46. LAW AND JURISDICTION**

46.1 The Council and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Agreement is to be governed by and construed according to English Law.

**IN WITNESS whereof the parties have executed this Agreement the day and year first before written:**

.....  
**Signed on behalf of**  
**THE LONDON BOROUGH OF HACKNEY**

.....  
**Signed on behalf of**  
**[insert name of provider]**



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**Schedule 1**  
**SERVICES SPECIFICATION**

**Schedule 2**  
**ACCOMMODATION PROTOCOL and CALL-OFF PROCESS**

Bed and Breakfast	Annexes	Hostels	Private Sector Leased
	<b>Lot 1 – Bed and Breakfast</b>		
Call off process	<p>The Council will inform all contractors of its likely weekly accommodation requirements via the DPS system. This will done every Monday morning.</p> <p>Contractors should then notify the Council on a daily basis, Monday to Friday, of their availability and this should be done as early in the morning as possible.</p> <p>Availability notices from the contractor should include the full address and postcode, unit number, size of unit (in square metres), number of occupants permitted and facilities provided in the room and those that are shared with other residents and price.</p> <p>The Council will select a unit by cross matching a nominee’s requirements with units that are available or soon to be available. Room size, location, facilities and price will be considered to determine the most suitable unit for the nominee.</p>		
New units	<p>If the unit has not been used before by the Council, or if more than 6 months has elapsed since its last use, it must be inspected and safety certificates checked before use.</p> <p>The Council will arrange a suitable time with the Contractor to view the unit and a decision will then be made whether to accept it on to the scheme.</p> <p>If accepted the unit will only be deemed okay to use once this inspection process has been completed and this includes completing any requested remedial works and receiving the relevant certificates. The contractor will be notified in writing of this and this will done via email or through the DPS system.</p>		
Void in existing use	<p>The unit will generally not need to be inspected prior to use but the Council may re-inspect and re-check safety certificates. The contractor will be notified either way.</p>		
Booking process	<p>The Council will contact the contractor, either by phone, email or the on-line DPS system and establish the availability of a unit and inform the contractor of the intended dates of occupation. The contractor will confirm availability and agree a price. The price agreed at this stage will be the price paid for the length of the booking.</p> <p>Bookings are generally made with no end date. See cancellation process for end of booking process.</p>		

	<p>The Council will confirm with the contractor the client’s details and this will include, but not be limited to, name, household size and any special requirements.</p> <p>A booking confirmation form, with all of the above details, will be sent to the contractor and this must be signed and returned to the Council to confirm the booking.</p>
Cancellation process	<p>While the Council will attempt to give as much advance notice as possible when cancelling a booking, cancellations can be made up until midday on the day of any current booking. For example if the Council wanted Sunday night to be the last night it has until 12pm (midday) Monday to cancel the booking.</p> <p>The contractor will be notified of a cancellation in writing by email or through the DPS system. This cancellation notice will confirm the last night that the Council will pay for.</p> <p>Although the Council will have notified their client of the cancellation date it is advisable that the Contractor also confirms this with the client.</p>
Invoicing	<p>Payments will be made via self-billing. Contractors will be sent Invoices (issued by the Council on behalf of the Landlord), Remittance and Payment and contractors must confirm receipt to the Council within two weeks from payment date in accordance with HMRC requirements. Failure to comply will result in the suspension of any further payments.</p>
Handback	<p>If the contractor requires the return of a unit it shall give the Council two months’ written notice to vacate the unit.</p> <p>If a contractor identifies a suitable alternative unit for the household then they must contact the Council to discuss a possible transfer.</p>
	<p><b>Lot 2 - Annexes</b></p>
Call off process	<p>The Council will inform all contractors of its likely weekly accommodation requirements via the DPS system. This will done every Monday morning.</p> <p>Contractors should then notify the Council on a daily basis of their availability and this should be done as early in the morning as possible (Monday to Friday)</p> <p>Availability notices from the contractor should include the full address and postcode, number of bedrooms, number of occupants permitted and price.</p> <p>The Council will select a unit by cross matching a nominee’s requirements with units that are available or soon to be available. Room</p>

	size, location, facilities and price will be considered to determine the most suitable unit for the nominee.
New units	Due to the high turnover of properties it is not possible to inspect all new properties before use. Contractors must therefore ensure that all units adhere to the specifications as set out in the service specification and the Setting the Standard framework. The Council will retrospectively inspect a proportion of all new units from each contractor but retains the right to inspect all new units before use should it elect to.
Void in existing use	The unit will generally not need to be inspected prior to use but the Council may re-inspect and re-check safety certificates. The contractor will be notified either way.
Booking process	<p>The Council will contact the contractor, either by phone, email or the on-line DPS system and establish the availability of a unit and inform the contractor of the intended dates of occupation. The contractor will confirm availability and agree a price. The price agreed at this stage will be the price paid for the length of the booking.</p> <p>Bookings are generally made with no end date. See cancellation process for end of booking process.</p> <p>The Council will also confirm with the contractor the client’s details and this will include, but not be limited to, name, household size and any special requirements.</p> <p>A booking confirmation form, with all of the above details, will be sent to the contractor and this must be signed and returned to the Council to confirm the booking within 24 hours of receipt.</p>
Cancellation process	<p>While the Council will attempt to give as much advance notice as possible when cancelling a booking, cancellations can be made up until midday on the day of any current booking. For example if the Council wanted Sunday night to be the last night it has until 12pm (midday) Monday to cancel the booking.</p> <p>The contractor will be notified of a cancellation in writing and this will be done via email or through the DPS system. This cancellation notice will confirm the last night that the Council will pay for.</p> <p>Although the Council will have notified their client of the cancellation date it is advisable that the Contractor also confirms this with the client.</p>
Invoicing	Payments will be made via self-billing. Contractors will be sent Invoices (issued by the Council on behalf of the Landlord), Remittance and Payment and contractors must confirm receipt to the Council within two

	<p>weeks from payment date in accordance with HMRC requirements. Failure to comply will result in the suspension of any further payments.</p>
Handback	<p>If the contractor requires the return of a unit it shall give the Council two months’ written notice to vacate the unit.</p> <p>If a contractor identifies a suitable alternative unit for the household then they must contact the Council to discuss a possible transfer.</p>
	<p><b>Lot 3 – Hostels</b></p>
Call off process	<p>The Council will inform all contractors of its likely weekly accommodation requirements via the DPS system. This will done every Monday morning.</p> <p>Contractors should then notify the Council to confirm upcoming availability.</p>
New units	<p>The Council will explore and negotiate with contractors offers of hostel units. Lease lengths and rates offered will be depend on unit location, size of units, facilities and build standard. Both hostels with shared facilities and self-contained units will be considered.</p> <p>All new units will be inspected prior to use and for units in Hackney this will also include inspections by the Council’s Private Sector Housing Team.</p> <p>The units will be only be used when this inspection process is complete. A payment start date will be agreed with the Contractor. This must be confirmed in writing by both the contractor and the Council and this can be done via email or the DPS system.</p>
Bookings and void process	<p>The contractor must inform the Council as soon as a unit becomes void.</p> <p>The Council shall pay the Contract Price for Voids PROVIDED the Unit(s) is ready for re-let within 24 hours of it becoming Void. If minor repairs are needed to the unit then up to 5 days void period is allowed subject to an inspection by the Council. If major repairs are needed this must be confirmed with the Council in advance no more than 24 hours after the unit becomes vacant to allow for void payment.</p> <p>To use a void unit the Council will contact the contractor, either by phone, email or via the DPS system to confirm the availability of a unit and an occupation date.</p> <p>The Council will confirm the client’s details with the contractor including, but not limited to, name, household size and any special requirements.</p>

	A booking confirmation form, with all of the above details, will be sent to the contractor and this must be signed and returned to the Council to confirm the booking.
Cancellations	<p>The Council will contact the contractor, either by email or via the DPS system, to cancel a client and the date it is cancelled from. All verbal cancellations will be followed up with written confirmation.</p> <p>The contractor will be responsible for ensuring the client moves out of the unit and that it is prepared for its next occupant. Units are expected to be available for re-let within 24 hours unless agreed in advance otherwise with the Council.</p>
Handback	Will depend upon lease arrangements. Lease and renewal renegotiations will commence 6 months before the end of the lease.
Invoicing	Payments will be made via self-billing. Contractors will be sent Invoices (issued by the Council on behalf of the Landlord), Remittance and Payment and contractors must confirm receipt to the Council within two weeks from payment date in accordance with HMRC requirements. Failure to comply will result in the suspension of any further payments.
	<b>Lot 4 – Private Sector Leased</b>
Call off process	<p>The Council will inform all contractors of its likely weekly requirements via the DPS system. This will done every Monday morning.</p> <p>Contractors should then notify the Council to confirm upcoming availability.</p>
New units	<p>If the unit has not been used before by the Council it must be inspected and safety certificates must be received by the Council before use.</p> <p>The Council will arrange a suitable time with the Contractor to view the unit and a decision will then be made whether to accept it on to the scheme.</p> <p>If accepted onto the scheme the Contractor will be notified in writing as well as of any remedial works that need to be carried out before the unit can be used. A follow up inspection may be necessary to confirm that the required works have been done. The contractor shall be notified either way. The relevant safety certificates must also be received by the Council for the unit to be accepted into the scheme.</p> <p>Once the Council deems the unit ready for letting, that is all the correct safety certificates have been received and verified and the unit has been inspected and the inspection passed, a rent payment start date of no later than 5 days after the unit is deemed ready to let, will be agreed.</p>

	<p>Payment will begin earlier if the Council nominates a client to occupy the Unit before this date.</p> <p>It would not be practicable for a lease to be in place before the Council wishes to use the unit therefore both parties must agree terms, and this must be in writing, before the unit is used.</p> <p>As per the specification lease lengths will be three years with no break clause.</p>
Void in existing use	<p>The unit will generally not need to be inspected prior to use but the Council may re-inspect and re-check safety certificates. The contractor will be notified either way.</p> <p>The Council shall pay the Contract Price for Void Unit(s) PROVIDED the Unit(s) is available for occupation within five (5) days of it becoming Void. For the avoidance of doubt the Council shall be entitled to cease payment of the Contract Price where a Unit is not ready for occupation within the period stated. The Contract Price shall become payable by the Council to the Contractor when a Unit is ready to be re-let. Where an extension is requested, this should be requested within 72 hours of the vacant date and will also be subject to a Council Inspection to confirm the scope and or necessity of the repairs.</p>
Booking process	<p>The Council will contact the contractor, either by phone, email or via the DPS system and confirm the occupation date for the client.</p> <p>The Council will confirm the client’s details with the contractor including, but not limited to, name, household size and any special requirements.</p> <p>A booking confirmation form, with all of the above details, will be sent to the contractor and this must be signed and returned to the Council to confirm the booking.</p>
Cancellation process	<p>The Council will notify the contractor when a client is vacating a unit, which will be confirmed in writing. Void turnaround is 5 days in accordance with clause 9.2.2 and this is also replicated above.</p>
Handback	<p>Will depend upon lease arrangements. Lease and renewal renegotiations will commence 6 months before the end of the lease.</p>
Invoicing	<p>Payments will be made via self-billing. Contractors will be sent Invoices (issued by the Council on behalf of the Landlord), Remittance and Payment and contractors must confirm receipt to the Council within two weeks from payment date in accordance with HMRC requirements. Failure to comply will result in the suspension of any further payments.</p>

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### Schedule 3

#### PRICING SCHEDULE

- ▮ The Contract Price payable to a Contractor under this DPS Agreement shall consist of the following, subject to clause 13 and 13.3

Hackney Temporary Accommodation Maximum Rates are the maximum rates that the Council may pay for accommodation acquired **in Hackney**. For properties based **outside of Hackney**, rates are guided by the **Pan London agreement**. Hackney, along with 32 other London Councils have agreed that all boroughs will honour the maximum rates set by the Council in which a property is located and so do not pay more for accommodation than the rates set by the host Council. Hackney cannot disclose the rates set by other Councils.

These rates cover Bed and Breakfast, Annexe and Private Sector Leased properties. Hostel rates are agreed on a case by case basis. Please refer to section D5 of the Specification document.

HACKNEY DYNAMIC PURCHASING SYSTEM RATES (AUGUST 2017)					
Lot 1		Lot 2		Lot 4	
Bed and Breakfast (shared)		Annexes (self contained)		Private Sector Lease	
	Rate per night		Rate per night		Rate per week
Single Room	£31	Studio	£38	Studio	£290.62
Double Room	£33	1 Bed	£38	1 Bed	£290.62
Triple Room	£35	2 Bed	£48	2 Bed	£351.03
Quad Room	£42	3 Bed	£52	3 Bed	£396.03
		4 Bed	£65	4 Bed	£470.00

Schedule 4

TEMPLATE ORDER FORM

To (Landlord/Supplier):

Booking Ref:

Billing: London Borough of Hackney
1 Hillman Street, London E8 1DY
hnfinance.income@hackney.gov.uk

Date:

Official Order to place a Household in to Temporary Accommodation

Name(s):

Contact No:

Adults:

DOB (Children)

TA Address:

Arrangement to Collect keys

On (Date):

AT (Time):

The temporary Accommodation is to commence on:

...../...../.....

The placement is/is not for a limited period ending:

...../...../.....

Rate Agreed:

£

Per Night/Week

Utilities Y/N:

£

Per Night/Week

Supplier to complete and return to LBH:

Booking Accepted:

...../...../.....

Name/Signed:

.....
.....

Cancellation Date/Last night of booking

...../...../.....

Name/Signed:

.....
.....

Office Use Only:

Preallocated as: .....Bed, .....Person,  
.....Type  
TA type – B/B, S/C, PSL, AST,HOS  
Borough property is situated:  
Pan London Rate: £ Per Night/Week  
Reason for rate breach:  
*(No other property available on the day, Has Severe Medical Condition, Large Family, DV Case, Other  
(Please specify))*  
Placement Officer name/signature: .....  
.....  
.....  
Manager decision – Agree/disagree .....  
Name and signature: .....  
.....  

Property Ref:
TAPL Ref:

Rent Account:
UH Ref:

  
Transfer From:.....(TA Type) Supplier:.....Reason: .....  
Address From: .....

**Schedule 5**  
**ORDER VARIATION FORM**

**Name of** .....

**No. of Order Form being varied:** .....

**Variation Form No:** .....

**BETWEEN:**

[                    ] ("**the Council**")

and

[                    ] ("**the Contractor**")

1. The Order is varied as follows: [list details of the Variation]
2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

**Authorised to sign for and on behalf of the Council**

Signature .....

Date .....

Name in Capitals .....

Address .....

**Authorised to sign for and on behalf of the Contractor**

Signature: .....

Date: .....

Print name: .....

Address: .....

## Schedule 6

### MANAGEMENT INFORMATION REQUIREMENTS

#### 1. AUTHORISED REPRESENTATIVES

##### 1.1 The Council's initial Authorised Representative:

Mark Billings, Operations Manager, Benefits and Housing Needs

##### 1.2 The Service Provider's initial Authorised Representative: [INSERT DETAILS]

#### 2. KEY PERSONNEL

From the Council

Mark Billings, Operations Manager, Benefits and Housing Needs

Jan Clark, Operations Manager, Benefits and Housing Needs

Derrick Williams, Housing Supply Team Manager, Benefits and Housing Needs

Frances Hayhow, Temporary Accommodation Team Manager, Benefits and Housing Needs

From the Provider

[INSERT DETAILS]

#### 3. MEETINGS

##### 3.1 Type

##### 3.1.1 Contract Management Meetings –

The Council will meet with the Service Provider at regular intervals during the length of the framework. At a minimum these will be set at quarterly yearly meetings but may be more frequent as determined by the Council

##### 3.1.2 Ad hoc Meetings

It may be necessary, from time to time, to call meetings outside of standard contract management meetings. This could be to discuss specific issues around a property or other such matter. Both the Council and the Service Provider can request these meetings.

##### 3.1.3 Emergency Meetings

It may be necessary to call emergency meetings outside of standard contract management meetings on no or very short notice. This could as a result of an incident in a unit such as a fire, flood or other reason which requires an urgent response. It may be necessary to have these meetings outside of normal office hours and contractors should have the necessary procedures in place in order to facilitate this.

##### 3.2 Quorum

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Key personnel from both the Council and the Service Provider or substituted representatives.

3.3 Agenda

Will be agreed in advance and contract management meetings will always include -

<b>Key Performance Indicators</b>	<b>Monitoring</b>
Responsiveness in dealing with tenants	Contract management meetings, data collection and spot checks
Information provided to tenants	Contract management meetings, tenant admission forms
Property Standards	Contract management meetings, inspections, ready to let forms and supporting documentations, complaints
Void turnaround times	Contract management meetings, information sharing, ready to let, pre void / void inspection forms. HB information
Repair turnaround times	Contract management meetings, contract monitoring / TA team and customer feedback
Management responsibilities – Block maintenance	Contract management meetings, submission of maintenance reports, spot checks, inspections and review meetings
Fire safety	Current and reviewed fire risk assessments for all units

4. REPORTS

4.1 Type  
Monthly activity

4.2 Contents  
Current bookings showing move in date and bookings cancelled within that period.  
Confirmation of last tenant sign in/property inspection. Confirmation of number of complaints by residents and outcomes.

4.3 Frequency  
Monthly

4.4 Circulation list  
Key personnel

4.5 Other reports maybe requested by the Council as part of ongoing contract management. This could include, but is not limited to, gas safety checks and property maintenance works.

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**Schedule 7**

**COMMERCIALLY SENSITIVE INFORMATION**

**NOT USED**



## Schedule 8

### DPS AGREEMENT VARIATION PROCEDURE

#### 1. Introduction

- 1.1 Schedule 8 details the scope of the variations permitted and the process to be followed where the Council proposes a variation to the Agreement.
- 1.2 The Council may propose a variation to the Agreement under Schedule 8 only where the variation does not amount to a material change in the Agreement or the Services.

#### 2. Procedure for proposing a Variation

- 2.1 Except where paragraph 5 applies, the Council may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Council shall serve Contractor with written notice of the proposal to vary the Agreement ("Notice of Variation").
- 2.3 The Notice of Variation shall:-
  - 2.3.1 contain details of the proposed variation providing sufficient information to allow each Contractor to assess the variation and consider whether any changes to the contract prices set out in its Pricing Schedule are necessary; and
  - 2.3.2 require the Contractor to notify the Council within twenty- one (21) days of any proposed changes to the prices set out in its Pricing Schedule.
- 2.4 Upon receipt of the Notice of Variation, each Contractor has fourteen (14) days to respond in writing with any objections to the variation.
- 2.5 Where the Council does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Council may then serve each Contractor with a written agreement detailing the variation to be signed and returned by Contractor within fourteen [14 ] days of receipt.
- 2.6 Upon receipt of a signed agreement from each Contractor, the Council shall notify all Framework Contractors in writing of the commencement date of the variation.

#### 3. Objections to a Variation

- 3.1 In the event that the Council receives one or more written objections to a variation, the Council may:-
  - 3.1.1 withdraw the proposed variation; or
  - 3.1.2 propose an amendment to the variation.

#### 4. Changes to the Pricing Schedule

- 4.1 Where a Contractor can demonstrate that a variation would result in a change to the prices set out in its Pricing Schedule, the Council may require further evidence from the Contractor that any

additional costs to the Services will be kept to a minimum. The Contractor acknowledges that a change in price shall not exceed the rate set out in Schedule 3

4.2 The Council may require the Contractor to meet and discuss any proposed changes to the Pricing Schedule that would result from a variation.

4.3 Where a change to a Contractor's Pricing Schedule is agreed by the Council, the Council shall notify its acceptance of the change to the Contractor in writing.

4.4 In the event that the Council and the Contractor cannot agree to the changes to the Pricing Schedule, the Council may:-

4.4.1 withdraw the variation; or

4.4.2 propose an amendment to the variation.

## **5. Variations which are not permitted**

5.1 In addition to the provisions contained in paragraph 1.2, the Council may not propose any variation which:-

5.1.1 may prevent one or more of the Contractors from performing its obligations under the Agreement; or

5.1.2 is in contravention of any law.

**Schedule 9**

**CONTRACTOR'S TENDER PROPOSALS / METHOD STATEMENTS**

**Per Contractor's Submitted Documents**

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## CABINET PROCUREMENT & INSOURCING COMMITTEE

### UPDATE & BRIEFING REPORT

CABINET PROCUREMENT & INSOURCING COMMITTEE	
<b>Title of Report</b>	Decision to end the City and Hackney Young People's Clinical Health and Wellbeing (CHYPS Plus) Service
<b>Key Decision No.</b>	AHI S256
<b>CPIC Meeting Date</b>	4 December 2023
<b>Classification</b>	Open (with Exempt appendix) Appendix 1 is Exempt as it contains commercially sensitive information <ul style="list-style-type: none"> <li>• Appendix 2 is Open</li> </ul>
<b>Ward(s) Affected</b>	All wards
<b>Cabinet Member</b>	<p>Councillor Chris Kennedy, Cabinet Member for Health, Adult Social Care, Voluntary Sector and Culture</p> <p>Councillor Anntoinette Bramble, Deputy Mayor and Cabinet Member for Education, Young People and Children's Social Care and</p> <p>Councillor Caroline Woodley, Cabinet Member for Families, Parks and Leisure</p>
<b>Key Decision</b>	No
<b>Group Director</b>	Helen Woodland, Group Director for Adults, Health and Integration
<b>Contract Value, both Inclusive of VAT and Exclusive of VAT (for the duration of the contract including extensions)</b>	£2,988,497.66 (VAT not applicable) from 01/11/2016 to 30/11/2023)
<b>Contract Duration (including extensions e.g. 2 yrs + 1 yr + 1 yr)</b>	2 years +1 +1 +1 +1 +1 +3 months (from 01/11/2016 to 30/11/2023)

## 1. **INTRODUCTION**

- 1.1. The Young People's Clinical Health and Wellbeing Service (CHYPS Plus) was commissioned to provide a clinical and treatment service for young people aged 11-19 (up to 24 with particular vulnerabilities), living in Hackney and the City of London, to support with sexual health, emotional health and wellbeing, smoking cessation and provide a gateway to specialist weight management and mental health services. This included a dedicated clinical health service for children known to the Youth Justice Service. The service provider is Homerton Healthcare NHS Foundation Trust (HHFT).
- 1.2. The annual contract value in 2022/3 was £540,146. The contract expired on 31 August 2023. Following a decision at CPIC in December 2022, approval to provide a one-year extension to 31 August 2024 was granted.
- 1.3. In May 2023, Public Health made a decision to allow the CHYPS Plus contract to finish. Rather than granting the one-year contract extension, as approved by CPIC, a short, three-month extension was granted to facilitate a smooth termination of the service. The service will end on 30 November 2023.

### 1.4. **Policy context**

#### **Hackney and City of London draft Strategy for Sexual and Reproductive Health**

- 1.4.1. In 2022, a sexual health needs analysis was done to provide a more in-depth overview of outcomes, needs, and inequalities within the local population. The needs assessment informed the preparation of a draft strategy on sexual and reproductive health.
- 1.4.2. The draft five-year Strategy for Sexual and Reproductive Health (SRH) is built around five themes that jointly encompass key elements to meet the needs of our diverse populations:
  - Healthy and fulfilling sexual relationships
  - Good reproductive health across the life course
  - STI prevention and treatment
  - Getting to Zero new HIV transmissions
  - Vulnerable populations and those with complex needs

#### **Director of Public Health Draft Annual Report: Healthy Sexually**

- 1.4.3. This year's DPH report, *Healthy Sexually*, focuses on young people's sexual and reproductive health (SRH). For the purposes of the report, young people are considered to be all those up to the age of 30. A draft of the 2023 DPH Annual Report can be viewed [here](#).

## 2. **MOBILISATION UPDATE**

Not applicable

### **3. RELATED DECISIONS**

- 3.1. In December 2022, CPIC approved a one-year extension to the CHYPS Plus contract, **from September 2023 to August 2024 (Key Decision AHI S148)**. The purpose of this was to allow sufficient time to carry out work to re-design the service (including a review of health needs, alignment with the new draft SRH strategy, engagement with young people, and consideration of alternative service models) to develop a more responsive service specification. Given the impact of Covid-19 on the service's performance, it was also anticipated that a year-long extension would give time to work with the provider on adjusting the service to increase performance.
- 3.2. In May 2021 CPC approved a 22-month extension to the contract from October 2021 until August 2023 (Key Decision CACH R54).

### **4. REASONS FOR THE DECISION**

- 4.1. The CHYPS Plus service model does not meet the needs of young people locally. Pre-COVID, service activity levels were well below the target, with the number of service users being even further impacted by the COVID-19 pandemic. CHYPS Plus has struggled to attract enough new clients into the service and has also struggled with reaching its primary target audience (those under the age of 18). The service is also not reaching any young people in the City of London.
- 4.2. CHYPS Plus was commissioned as a holistic health and wellbeing service. However, there is very low (and sometimes no) activity for the non-sexual health service elements: emotional health and wellbeing support; smoking cessation; referrals to weight management and mental health services; and the clinical health provision for children known to the Youth Justice Service.
- 4.3. Alternative provision for all elements of the CHYPS Plus service is either already available locally or, in the case of smoking cessation support, will be commissioned through enhancing an existing service (see Appendix 2).
- 4.4. Although the provision of youth services across London is heterogeneous, where sexual health services for young people are integrated, typically, they tend to be integrated with services to support young people with their emotional health and wellbeing and substance misuse needs, rather than health improvement services such as smoking cessation and healthy weight.
- 4.5. Hackney and the City of London Place-Based Partnership is working collaboratively to review and transform how services for children, young people, maternity and families are delivered. Additionally, the City & Hackney Public Health Team, Hackney Council, City of London Corporation, and wider system partners are required to identify substantial savings over the medium term. It is therefore important not to rush into a suboptimal commissioning decision and ensure that any changes to young people's sexual health services align with this transformation work. Going forward, the focus should be on increasing the effectiveness and cost effectiveness of SRH services

through maximising access/reach and improving service integration and collaboration.

- 4.6. Resource implications of managing the service's ongoing poor performance were considerable and prevented focus on strategic work to explore alternative service models that better meet the needs of young people. The decision to end the CHYPS Plus service therefore provides the capacity to review alternative models of provision and carry out the strategic work needed to improve young people's SRH service access and outcomes.
- 4.7. There have been long periods of time where the service has run with staffing vacancies, indicating that the provider has struggled to recruit the staff needed to meet the service specification. This was particularly the case for outreach activity to locations with a high footfall of young people and collaborative working with other youth services.
- 4.8. A rapid review of Homerton Sexual Health Services activity data shows that substantially more young people are accessing this service than the dedicated young people's (CHYPS) service. Data also shows that the number of young people under the age of 18 ordering STI tests through the online Sexual Health London portal is also higher than the numbers accessing the CHYPS Plus service over 2022/23.
- 4.9. In April 2023, the CHYPS Plus service relocated from Lower Clapton Road to the Clifden Centre, the location of the core Homerton Sexual Health Service, which is open access for children and young people under 24. From April 2023, anyone attending the Clifden Centre under the age of 24 during CHYPS Plus hours of operation was seen by CHYPS Plus nurses and this is reflected in the key performance indicators from Q1 23/24.

**4.10. Alternative options considered and rejected**

Option	Advantages	Disadvantages
<p><b>Option 1:</b> Grant the 1-year service extension until 31 August 2024 and, at the same time, issue a formal performance notice.</p>	<p>Protects the commissioner-provider relationship.</p> <p>Provides the service with further opportunities to improve performance.</p>	<p>It was considered contradictory to issue a service extension and formal performance notice.</p> <p>The resource implications of managing the service's ongoing poor performance were considerable and prevented a focus on strategic work to explore alternative service models that meet the needs of young people.</p>
<p><b>Option 2:</b> Let the service expire on the contract end date on 31 August</p>	<p>Although the decision was not made with the intention of making financial savings, this option provides the</p>	<p>Since the decision was made in May 2023, there was minimal time to facilitate a smooth end to the</p>



2023.	opportunity for some financial savings to the Public Health Team.	service. Poses the biggest risk to the commissioner-provider relationship.
<b>Option 3:</b> Issue a short extension until 30 November 2023 and then end the service.	<p>Although the decision was not made with the intention of making financial savings, ending the service provides an opportunity for some saving to the Public Health Team.</p> <p>Provides additional time to facilitate a smooth end to the service, thereby protecting the commissioner-provider relationship to an extent.</p>	Poses some risk to the commissioner-provider relationship but the HHFT management team are aware that the current situation is unsustainable.

## **5. FINANCIAL CONSIDERATIONS**

- 5.1. The contract has delivered its predicted costs per annum and so there have been no overspend or underspend recorded.
- 5.2. No income has been collected as a result of the contract.
- 5.3. The decision to end the CHYPS Plus service was due to very poor service performance (see section 4). The decision was not made with the intention of making financial savings. Since the announcement to end CHYPS Plus, Public Health has been discussing with HHFT the potential need to commission dedicated outreach sexual health services, to attend locations frequented by young people. There may also be a need to increase young people's awareness of and access to existing services through better communication and engagement.
- 5.4. Notwithstanding the above, the City & Hackney Public Health Team, as well as the wider Council, are required to identify substantial savings over the medium term. Therefore, the focus for existing (and any additional) SRH services needs to be on minimising unnecessary duplication, increasing access/reach, and improving effectiveness through better integration and collaboration.

## **6. CONTRACT MANAGEMENT ARRANGEMENTS AND PERFORMANCE**

- 6.1. **Management of poor performance**

- 6.1.1. A summary of the steps taken to manage the contracts poor performance is provided in Appendix 1.

## **6.2. Contract management arrangements**

- 6.2.1. Quarterly contract management meetings are held with the provider. These are informed by quarterly performance reports and narrative reports, submitted by the provider, and give an opportunity for strengths and challenges to be discussed.
- 6.2.2. These meetings are chaired by the relevant Consultant in Public Health or Principal Public Health Specialist and attended by a Senior Procurement and Contracts Officer. Regular email contact was also maintained with the provider to follow up on actions and allow issues to be flagged quickly.

## **6.3. Contract performance**

- 6.4. Appendix 1 provides an overview of service activity data and performance against KPIs.

## **7. SUSTAINABILITY OUTCOMES**

- 7.1.1. This specification was drafted in 2016 before Hackney Council's current Procurement Strategy 2018-2022 was adopted. At this time, there was less of an emphasis on maximising sustainability outcomes through procurement. As such, there are no relevant monitored outcomes or key performance indicators within the CHYPS Plus contract.

## **8. SOCIAL VALUE**

- 8.1.1. This specification was drafted in 2016 before Hackney Council's current Procurement Strategy 2018-2022 was adopted. At this time, there was less emphasis on maximising social value through procurement. As such, there are no relevant monitored outcomes or key performance indicators within the CHYPS Plus contract.
- 8.1.2. The service was located at youth locations in the community and available out of hours to reach children and young people who may otherwise have not accessed services. The holistic approach to service delivery ensured that the broader health and wellbeing needs of vulnerable children and young people, such as those known to the youth justice service, were identified early so that clinical interventions could be provided or young people were supported into services to address broader health and wellbeing concerns. The service aimed to improve social value by reducing health inequalities with a particular focus on vulnerable children and young people.
- 8.1.3. Delivered from locations within the borough the service facilitated employment opportunities to the local economy. The provider is a London

Living Wage Employee and has policies and procedures in place to ensure compliance with the Modern Slavery Act 2015.

## 9. **LESSONS LEARNT**

- 9.1.1. It is clear from the service activity data (see Appendix 1) that the CHYPS Plus service model does not meet the needs of young people locally. Commissioners in other London boroughs have similarly identified that preventative public health services for smoking cessation or healthy weight are less successful when located in a service recognised publically as a sexual health service.
- 9.1.2. The provision of youth services across London is heterogeneous, with each borough adopting different approaches and service models in an effort to improve health outcomes for school-age children and young people. Where sexual health services for young people are integrated, typically, they tend to be integrated with services to support young people with their emotional health and wellbeing and, sometimes also, substance misuse needs.

## 10. **RISK**

Risk	Likelihood	Impact	Overall	Action to avoid/mitigate risk
Damaged relationship between HHFT and the City and Hackney Public Health Team	Low ▾	Medium ▾	Medium ▾	<p>The City &amp; Hackney Public Health Team (as well as Hackney Council) hold multiple contracts with HHFT for the provision of healthcare services locally. It is therefore important to protect a positive and collaborative working relationship.</p> <p>Although HHFT leadership team initially expressed disappointment with the decision and its timing, they had been made aware on multiple occasions of a sustained period that Public Health was dissatisfied with service performance, yet, had been unable to address it.</p> <p>Conversations have since moved forward to discuss the potential need for further, dedicated provision for young people and ensuring existing services are as 'youth friendly' as possible.</p>

<p>Reduced/gaps in provision for the different service elements</p>	<p>Low ▾</p>	<p>Low ▾</p>	<p>Low ▾</p>	<p>The key driver to end the CHYPS Plus Service is related to service activity. Sexual health activity data showed that, over 2022/23, the service achieved one-third of its activity target, was not able to attract enough new clients, did not reach its primary target audience (those under the age of 18), nor did it reach young people in the City of London. There was very low (and sometimes no) activity for the non-sexual health service elements.</p> <p>Alternative provision for all elements of the CHYPS Plus service is either already available locally or, in the case of smoking cessation support, will be commissioned through enhancing an existing service (Appendix 2).</p> <p>Since the announcement to end CHYPS Plus, Public Health has been discussing with HHFT the potential need to commission dedicated outreach sexual health services to attend locations frequented by young people. There may also be a need to increase young people's awareness of and access to existing services through better communication and engagement.</p>
<p>Disruption to referral pathways and confusion for service users</p>	<p>Low ▾</p>	<p>Low ▾</p>	<p>Low ▾</p>	<p>For the sexual health service elements, in April 2023, CHYPS Plus relocated from Lower Clapton Road to the Clifden Centre, where it is now co-located with the core Homerton Sexual Health Service. Therefore, when the service ends, there will be no change in how young people access the service.</p> <p>Activity was so low for the non-sexual health service elements that minimal disruption is anticipated. A letter was drafted to inform professional partners about the change, and a comms plan is being developed by HHFT</p>

				(and supported by the public health team).  HHFT and public health have developed and agreed on a service decommissioning plan.
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## 11. NEXT STEPS

### 11.1. **Ensure a smooth termination of service**

11.1.1. An open and collaborative dialogue has been maintained with the HHFT throughout and there is a shared understanding that the current situation is not sustainable. A service decommissioning plan has been developed by the Public Health team and agreed with HHFT. The plan comprises the following key activities:

- Informing, by formal letter, professional partners of service changes
- Discussion of changes to referral pathways with professional partners (if needed)
- Consideration of whether additional dedicated youth provision is needed (see section 11.2 below)
- Developing a communications plan to minimise disruption to service users and signpost to alternative provision
- Service data from 2019 to the end of the contract on 30 November 2023.

### 11.2. **Consideration of whether additional, dedicated young people's sexual and reproductive health services are needed**

11.2.1. Many young people face additional barriers and need support navigating healthcare structures. Additionally, young people accessing sexual health services may have additional additional needs, including safeguarding, mental health and addiction issues, vulnerability assessments, or other health and social care needs.

11.2.2. Existing sexual health services (see Appendix 2) are already required to be 'youth friendly' and ensure that staff are trained to deliver the appropriate care to young people and onward referrals.

11.2.3. As part of the Homerton Sexual Health Service, the City & Hackney Public Health team commissions an outreach service that targets several priority groups including young people. Outreach tends to be provided at youth locations including schools and colleges, halls of residence and leisure centres<sup>1</sup>.

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- 11.2.4. Despite the above, Public Health is in conversations with HHFT regarding the potential need to commission additional provisions for young people in City & Hackney. Discussions so far have centred around the potential need for dedicated outreach sexual health services, to attend locations frequented by young people. There may also be a need to increase young people's awareness of and access to services through better communication and engagement. Below is a comprehensive list of additional service aims being considered:
- Improve young people's visibility of and facilitate access to existing sexual services and resources
  - Ensure additional vulnerability factors of young people accessing existing sexual health services are recognised and appropriate support is provided
  - Improve referral pathways to and from existing sexual health services
  - Provide services for individuals unable to access mainstream services, particularly those who are vulnerable
- 11.2.5. Any additional provision requires careful consideration of the existing commissioning and delivery landscape, which is already complex.
- 11.2.6. Additionally, the City & Hackney Public Health Team, as well as the wider Council, are required to identify substantial savings over the medium term. Therefore the focus for existing (and any additional) SRH services needs to be on minimising unnecessary duplication, increasing access/reach, and improving effectiveness through better integration and collaboration.

## **12. FINANCE COMMENTS**

12.1 This report presents an update for the Cabinet Procurement and Insourcing Committee regarding the decision to discontinue the current City and Hackney Young People's Clinical Health and Wellbeing (CHYPS Plus) Service by the end of November 2023, citing ongoing poor performance. Further details regarding the rationale for terminating this service are provided in section 4 above.

12.2 The annual contract value for the CHYPS Plus service is £540k. Since the service is scheduled to cease at the end of November, the anticipated cost for the 9-month period (April 2023 to November 2023) will be £360k.

12.3 The CHYPS Plus service has already been factored into the Public Health commissioning for 2023/24. Therefore, any potential cost efficiencies resulting from ending this service will either be reinvested in future Public Health commissioning plans or allocated to support further investments in other approved expenditure areas across the Council, in alignment with the Health in All Policies approach.

## **13. COMMENTS OF THE ACTING DIRECTOR OF LEGAL, DEMOCRATIC AND ELECTORAL SERVICES**

- 13.1 Under Appendix 3 of the Constitution (Terms of Reference of Council Committees etc.) Cabinet Procurement & Insourcing Committee has the power to (i) give detailed consideration on all issues relating to procurement practice and policy; and (ii) oversee the progress of all contracting activities on the Procurement Forward Plan. Therefore Cabinet Procurement & Insourcing Committee is authorised to consider the matters in this Report.
- 13.2 On 5th December 2022 Cabinet Procurement & Insourcing Committee authorised the extension of the Young People's Clinical Health and Wellbeing Service contract for the period from 1st September 2023 until 31st August 2024. Notwithstanding such authorisation, the Young People's Clinical Health and Wellbeing Service contract has been extended to cover the period from 1st September 2023 until 30th November 2023.
- 13.3 The reasons for implementing a reduced contract extension period are set out in this Report. Details of alternative service provision to cover the necessary services are also set out in this Report.

#### **14. PROCUREMENT COMMENTS**

- 13.1 This report provides a briefing to CPIC on the decision not to further extend the contract for the City and Hackney Young People's Clinical Health and Wellbeing (CHYPS Plus) service and to allow the contract to finish at the end of November 2023. The service has been delivered since November 2016 and the cumulative total value of the contract is £3.6M.
- 13.2 Whilst the decision to allow this contract to end is not in itself a key decision, this briefing is provided as CPIC was the decision making body of the Council that authorised previous extensions to the contract (see related decisions above) and there are no immediate plans to commission a direct replacement service.
- 13.2 This service falls under the 'Light Touch' regime for social and other specific services of the Public Contract Regulations 2015. Under these regulations there are no obligations on contracting authorities to continue provision beyond the end of the stated contract term and if no further action is taken the provision will come to an end.
- 13.3 The report details why this decision has been taken. The current delivery model does not meet the needs of young people locally, activity levels are low, and previous attempts to increase attendance rates have not been successful. Alternative provision is available within the borough and a strategic review of alternative models of provision is being completed.
- 13.4 The report outlines the social value and sustainability outcomes that have been delivered. It has been some time since the contract was first awarded and there is the potential for additional benefits to be achieved through the competitive procurement of alternative provision.

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**APPENDIX 2 - Alternative provision to the CHYPS Plus Service**

CABINET PROCUREMENT & INSOURCING COMMITTEE  
UPDATE & BRIEFING REPORT

**Decision to end the City and Hackney Young People’s Clinical Health and Wellbeing (CHYPS Plus) Service**

CPIC meeting date: 6 November 2023

<b>CHYPS Plus Service Element</b>	<b>Name of alternative provision</b>	<b>High-level description of alternative provision</b>
Sexual health	Homerton Sexual Health Services (HSHS)	Open-access specialist sexual health clinics are provided via the Homerton Sexual Health Services (HSHS). Specifically, young people under 19 can walk into the Clifden Centre without an appointment and be seen for a pregnancy test, contraception (including condoms and emergency hormonal contraception), sexual health advice and STI screening and treatment. In keeping with the nationally mandated open access requirement for sexual health services. (YP can also access other sexual health services across London)
	Sexual Health London	For those aged 16 years and over, home STI testing kits, routine oral contraception and Emergency Hormonal Contraception (EHC) can be accessed through the online Sexual Health London portal.

	Community pharmacies	Community pharmacies across City and Hackney are commissioned to deliver enhanced sexual health services, including Emergency Hormonal Contraception (EHC), free condoms to under-25s and chlamydia testing and treatment.
	Primary care	Sexual health services, including contraception advice, Long Acting Reversible Contraception (LARC), STI (with an emphasis on Chlamydia Screening for young people aged 15-24) and HIV testing services, can be accessed through the resident's GP Practice.
	Young Hackney Health and Wellbeing Service	Young Hackney is commissioned to provide sexual and reproductive health resources, training and signposting (through their Health and Wellbeing Service to schools, colleges and youth centres) as well as a free condom distribution service to young people.
Emotional health and wellbeing	Wellbeing and mental health in schools (WAMHS)	NHS funded and delivered by the CAMHS alliance, the WAMHS project aims to improve mental health and wellbeing support for children and young people in schools, colleges, specialist and alternative provision education settings in City & Hackney. WAMHS is delivered in 80% of Hackney schools and is on track to deliver for 100% delivery over the next two years, and supports whole-school approaches to mental health by providing workshops about mental health-related issues for children, young people, parents/carers, and school staff to help to reduce stigma, increase mental health awareness and promote emotional wellbeing

	Mental health support teams (MHSTs)	The service offers clinical, evidence-based support to young people and their parents/carers when young people are experiencing mild-moderate difficulties with their emotional wellbeing that might best be managed within a school setting. They deliver the interventions to groups of young people and to their parents/carers alone or with their children.
	First Steps	First Steps is an NHS psychology service for children and young people aged 0 – 18 and their families. The service aims to offer early help with any difficulties related to behaviour, emotions and relationships before they become more complicated to address.
	Young Hackney Health and Wellbeing Service	This service aims to deliver holistic young person-centred health and wellbeing education support. The service is focused on prevention, building young people’s knowledge, self-esteem and resilience while enabling them to manage their health and wellbeing either independently or with support. It provides a universal and targeted service, delivering advice and information, signposting, health promotion, awareness-raising and health education, including the facilitation of PSHE and RSE delivery in schools and youth settings. Another important feature of this service is a drop-in offer for CYP to obtain health information and advice.
	Off Centre	Off Centre is a confidential counselling, art therapy, advice and information service for young people aged 16-25 in City and Hackney. It provides one-to-one counselling, art therapy, and advice helping young people take greater control over their lives and offer support with all kinds of emotional and practical issues and is being delivered by Family

		Action.
	WellFamily Plus	The Hackney WellFamily Plus Service, provided by Family Action, helps individuals, couples and families to manage their mental health and prevent problems from getting worse. The service supports families facing complicated challenges, including domestic abuse, substance misuse and mental health issues. They offer advice and wellbeing services, conflict management and practical and emotional relationship support.
	Growing Minds	Growing Minds is a service that aims to improve African, Caribbean and mixed heritage children and young people's emotional health and wellbeing in City & Hackney, during the important transition years from primary to secondary school and adolescence to adulthood. It is one service delivered by three different voluntary sector organisations and provides culturally aware counselling, emotional and practical support for African, Caribbean and mixed heritage children, young people and their families.
Healthy Weight	Power Up	<p>Power Up is an interim tier 2 weight management service delivered by Homerton Healthcare NHS Foundation Trust and includes targeted provision for children and young people aged 5-19 or for up to 25 with Special Education Needs and Disabilities (SEND) and their families, who are above a healthy weight.</p> <p>Children and young people with high BMI are identified and referred to Power Up through the National Child Measurement Programme (NCMP) in reception and year 6</p>

Smoking cessation	There is a risk of a gap in the provision of Level 2 smoking cessation support (12 weeks of behavioural support and certain types of nicotine replacement therapies) for young people of approximately seven months between the CHYPS Plus contract expiry on 30 November 2023 and the new City and Hackney Stop Smoking Service which commences in July 2024. The new service specification has a minimum age of support of 12 years. To plug this gap, public health will enhance an existing service to ensure that there are professionals trained to offer Level 2 smoking cessation support to young people in Hackney and the City of London
Dedicated provision to the Youth Justice Service	A new approach to supporting the health needs of the Youth Justice cohort is currently being trialled and funded as an NHS pilot. A nurse (who previously worked for the CHYPS Plus service) has been embedded within youth justice provision to support the holistic health needs of this cohort. Outcomes are promising to date and findings will inform the design of a new youth justice health offer during 2023/24. Sustainable funding and contracting arrangements will then be agreed.

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