

## AGREEMENT

Between

North Lanarkshire Council, a local authority constituted under the Local Government Etc. (Scotland) Act 1994 and having its headquarters at Civic Centre, Motherwell (hereinafter referred to as the Council)

And

**(RSL NAME)**

(hereinafter referred to as "RSL landlords")

### **PURPOSE OF AGREEMENT**

The parties wish to establish and maintain the North Lanarkshire Common Housing Register and agree as follows:

#### **1. DURATION**

- 1.1 The Agreement commences on 1 April 2009 (notwithstanding the date of signature hereof) and shall continue for an initial period of 2 years until 31 March 2011 when it may be brought to an end by either the Council or by all RSL landlords acting unanimously. If either the Council or the RSL Landlords wish the Agreement to come to an end on the 31 March 2011, then notice must be given in writing to the other parties before 30 September 2010. In the event of no such notice being given the Agreement shall continue until terminated by the Council or by all RSL landlords acting unanimously. Termination shall be effected in this instance by either the Council or the RSL Landlords giving 6 months notice in writing to the other party notice that the agreement is to come to an end.
- 1.2 No party is entitled to withdraw from the agreement before the end of the initial 2 year period. Thereafter any party may withdraw by giving not less than 6 months written notice to all other parties.

#### **2. STATUTORY OBLIGATIONS**

##### **2.1 Data Protection Act 1998**

All parties shall ensure that appropriate technical and organisational measures are taken to protect against an unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data. The definitions of processing and personal data shall have the meanings ascribed to them in terms of the Data Protection Act 1998. The RSL Landlords must apply to the Council for sufficient guarantees in respect of the technical and organisational measures governing data processing. In addition such personal data processed on behalf of the Council must only be processed on the instructions of the Council.

## 2.2 Non-Discrimination

All parties undertake to implement this agreement and operate the register in a non-discriminatory manner and shall promote equality or equality groups. In particular throughout this agreement and in the operation of the register all parties shall observe and comply with all statutory enactments and regulations, byelaws of local or other authorities applicable to the services including the Disability Discrimination Act 1995, the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975 and 1986 and the Human Rights Act 1998.

## 2.3 Freedom of Information

All information submitted to the Council may need to be disclosed and/or published by the Council. Without prejudice to the foregoing generally, the Council may disclose information in compliance with the Freedom of Information (Scotland) Act 2002 (the decisions of the Council in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law or as a consequence of judicial order or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner). Further, the Council may also disclose all information submitted to them to the members, employees, agents and contractors of the Council.

## 3. GENERAL OBLIGATIONS

- 3.1 Should any party withdraw from this agreement (see Clause 1.2 above) said party agrees to advise all CHR applicants queued for their property at that stage, that this has occurred. All and any costs associated to extracting applicant information from the CHR shall be met by the party withdrawing.
- 3.2 The parties shall issue the North Lanarkshire common housing application form to all applicants.
- 3.3 The parties shall provide every applicant for housing with the appropriate application form and assistance in completing the same if this is required.
- 3.4 At the point of application, the parties shall provide information on all social landlords with stock within the applicant's areas of preference in order that each applicant can make effective choices with regard to their preferences.
- 3.5 Within five working days of receipt of a completed application form, the relevant party shall enter the applicant's details onto the CHR in compliance with the agreed procedure manual.
- 3.6 Where a party maintains a "paperless office" system of working, that party shall, within five working days, arrange for completed paper application forms to be scanned in accordance with the agreed procedure manual, to ensure application details are shared between landlords.
- 3.7 Maintain an Audit Trail (as specified at Appendix 1) to demonstrate compliance with obligations under this Agreement and make same available for inspection by any other party when reasonably requested to do so.

3.8 Shall, so far as it lies within their power to do so, do such acts and things and execute such deeds and documents as may be necessary to give full effect to the provisions, spirit and intent of this Agreement.

#### **4. COUNCIL'S OBLIGATIONS**

The Council shall:

- 4.1 Provide, operate and manage the Common Housing Register IT system and
  - hold and maintain the CHR which contains a complete list of applicants.
  - ensure that every housing application is listed on the appropriate shortlists within one working day of its input.
- 4.2 Ensure information on the availability of housing is available on the internet and ensure this information is updated on a quarterly basis.
- 4.3 Arrange training on the use of the CHR system for all nominated Lettings Staff employed by each party and provide further training/support as may be agreed between the parties.
- 4.4 Make available to all RSL Landlords performance/activity reports.
- 4.5 Provide such other statistical information as may reasonably be requested by a RSL landlord within ten working days.
- 4.6 Produce and distribute, either manually or electronically, training manuals, procedural guides and standard stationery necessary for the operation of the CHR including:
  - Housing Application Forms
  - CHR procedure manual
  - Housing Options Guide
  - Sub Area Profiles
- 4.7 Following a monitoring visit, produce a report in writing and deliver the same to the party and the Management Board (see Clause 6) within four weeks of the visit.
- 4.8 In the event of a failure or fault in the CHR system, the Council shall on the day the failure or fault becomes apparent inform each RSL landlord of the steps required to be taken by the RSL landlord to rectify the failure or fault.

#### **5. RSL LANDLORD OBLIGATIONS**

Each RSL landlord shall:

- 5.1 Ensure sufficient IT arrangements are in place to link that RSL electronically to the CHR
- 5.2 Update details of any additions or removals to their housing stock, such as new build properties or demolitions, to the Council within 2 weeks of these becoming so added or removed.
- 5.2 Report any fault or failure in CHR IT system to the Council within 1 working day of same coming to the notice of said landlord.

#### **6. MANAGEMENT BOARD**

6.1 The parties agree to set up a CHR Management Board.

6.2 The Management Board shall consist of one representative appointed by each of the parties. The Management Board shall meet not less often than once per quarter.

6.3 A decision by the CHR Management Board shall require to have the support of 51% of votes cast in order to be competent. The vote of the appointee of the Council shall have the value of 50% of the total number of votes capable of being cast at any meeting of the CHR Management Board. The value of each other RSL Landlord appointee's vote shall be a per capita share of the remaining 50%.

6.3.1 Any decision made by the majority in accordance with 6.3 above shall be binding on each party.

6.4 The CHR Management Board is responsible for:

- agreeing the operational and procedural functions of the CHR which include but are not limited to:

- establishing, and approving any variation to, operational arrangements including standard operating procedures
- registering and processing housing applications
- maintaining an up to date housing register, and
- selecting applicants from the register for all available properties

- promoting the CHR at a strategic level as part of North Lanarkshire's overall housing strategy.

- ensuring that all relevant Committees and Elected Members within their respective organisations are consulted and kept apprised of the CHR operations.

- ensuring that appropriate agreement, approvals and consents are obtained from their respective governing bodies in connection with the operations of the CHR.

6.5 The parties acknowledge that the CHR Management Board has a purely administrative function and shall not have the status of a Statutory Joint Board

## 7. PAYMENT

7.1 The Management Board shall consult with all parties and shall thereafter establish a budget for the operation of the Register. Each party shall be responsible for contributing its share of said budget which shall be calculated in accordance with clause 7.3

7.2 No later than twelve weeks after 31st March of each calendar year the Council shall produce a statement containing a full breakdown of the actual operational costs incurred by the CHR Management Board in the financial year ending 31<sup>st</sup> March in the calendar year in which said statement is to be produced in terms of this Clause 7.2 This statement is to be produced in order that a comparison may be made by the CHR Management Board between the estimated and actual costs incurred by the CHR Management Board in that financial year.

7.3 The annual contribution of each landlord shall be calculated using the formula

$C=T \times A/B$  where:

C is the contribution

T is the total cost of the service as shown in the budget

A is the number of dwellings owned by landlord on 31st March of the calendar year in respect of which the statement is to be produced by the Council in terms of Clause 7.2 above

B is the sum of all dwellings owned by all RSL landlords on 31st March of the calendar year in respect of which the statement is to be produced by the Council in terms of Clause 7.2 Above

7.4 The annual contribution due by each party shall be paid in 4 equal instalments payable quarterly in advance on 1st April, 1st July, 1st October and 1st January. Payments must be received by the Council within 30 days of their due date.

7.4 In the event that a party joins or withdraws from the CHR in the middle of an operational year, that party shall be liable to pay a contribution based on the formula contained in 7.3 for the proportion of the year that they are party to the CHR.

7.5 The Council will cover the whole costs associated with the establishment and maintenance of the CHR IT System.

## 8. VARIATION OF THE NORTH LANARKSHIRE HOUSING REGISTER

8.1 Any party may propose an amendment to the CHR (including an amendment required by statute and/or amendment to allocation criteria) by intimating such a proposal to the Management Group at least 2 weeks before the next meeting of the Group. The decision of the CHR Management Group in respect thereof shall only be made in accordance with Clause 6 above.

8.2 The Management Board shall discuss and vote on the proposed amendment and, subject to gaining their organisations' approval, shall notify all parties of their decision in writing within 14 days of said meeting. They shall also notify all parties of the estimated time required to reprogramme the CHR system to incorporate the said amendment.

## 9. RESOLUTION OF DISPUTES

9.1 In the event of any dispute arising between the parties as to the construction of this agreement or the performance of any part of it, or in the event of a tied vote in terms of Clause 6.3 above, the parties shall use their best endeavours to reach an amicable and workable resolution to the dispute within 10 working days of the dispute arising or within any other agreed timescale.

9.2 In the event of the parties failing to reach settlement within said timescales the dispute shall be referred to a single independent arbiter to be mutually agreed by the CHR management Board, using the voting mechanism outlined in Clause 6 hereof, which arbiter's decision on the dispute and any expenses relating to such arbitration shall be final and binding on all parties.

9.3 If the parties are unable to identify an arbiter upon which they are all agreed in terms of clause 9.2 within 10 working days of a dispute arising, either party may refer the dispute to a single arbiter to be appointed by the Sheriff Principal of the Sheriffdom of South Strathclyde Dumfries and Galloway. The parties agree that said arbiter's decision on the dispute and the question of expenses of the arbitration shall be final and binding.

#### **10. JURISDICTION**

This Agreement shall be construed in terms of the Law of Scotland and the parties hereby submit themselves to the exclusive jurisdiction of the Scottish Courts.

Signed on behalf of North Lanarkshire Council

Signed on behalf of **(RSL NAME)**