

**Partnership Agreement
Between
Leeds Tenants Federation
and Leeds City Council**

1.0	Date
1.1	This Funding Agreement relates to the financial year 2013-2014.
2.0	The Parties
2.1	Leeds City Council, Civic Hall, Leeds, LS1 1UR, (referred to as 'the Council' throughout this Agreement).
2.2	Name of Organisation: Leeds Tenants Federation (referred to as 'Leeds Tenants Federation to be known as LTF' throughout this Agreement).
3.0	Contact Details
3.1	The Council's lead contact person shall be Lorraine Wright, Housing Services Manager, Relationship Management who can be contacted on telephone 0113 2474743 at 4 th Floor West, Merrion House, 110 Merrion Centre, Leeds LS2 8BB.
3.2	LTF contact person shall be Linda Lawless, (interim LTF Co-ordinator) who can be contacted on telephone 0113 214 5332 at Unit O, Westminster Buildings, 31 New York Street, Leeds LS2 7DT
3.3	In the event of an alteration to clause 3.1 or 3.2, the party who alters shall notify the other party in writing of such alteration.
4.0	Duration of the Agreement
4.1	The Agreement is for 1 year from 1 st April 2013 – 31 st March 2014. ,
5.0	Leeds Tenant Federation's General Obligations
5.1	LTF shall perform such services in order to meet the Council's requirements called hereafter 'the Services'. These are: <ul style="list-style-type: none"> • Represent Leeds tenants and residents at a strategic level in city-wide and regional decision-making ; • Support the tenants and residents of Leeds to participate in decisions about their homes and communities; and • Promote best practice in resident involvement across housing tenures.
5.2	LTF shall perform the Services using all skill, care and attention of that of a reasonable competent body carrying out the same business as the Organisation.
5.3	LTF shall widely publicise the Services throughout the council and its

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	partner housing organisations, as well as to all tenant and resident groups in Leeds.
5.4	LTF shall ensure it has systems in place for monitoring and evaluating user feedback.
5.5	LTF shall show a commitment to maximising alternative funding sources.
5.6	LTF shall act in accordance with all legislation.
5.6.1	In particular, LTF shall comply with Section 2 of the Local Government Act 1986.
6.0	Funding
6.1	The funding for the duration of this Agreement will be up to a maximum of £86,000 as approved on [confirm date] and called 'the Funds' throughout this Agreement.
6.2	In consideration of LTF abiding by its obligations in relation to this Agreement, the Council shall pay to LTF the Funds.
6.3	LTF shall in their annual Service Plan estimate as accurately as possible their costs for each service outcome and the expected amount quarterly. During the year if LTF Board approve additional service areas these should added to the Service plan with estimated costs. These additional items will be approved by LTF and the Council at the quarterly monitoring meetings. The expenditure for the year cannot exceed the amount stated in 6.1 annually.
6.4	LTF shall be paid funds in arrears quarterly. LTF shall invoice the Council quarterly attaching to the invoice demonstration of the costs incurred. To ensure services can be commissioned, Housing Partnerships provided LTF with a float so that they could pay for initial services. The float was sufficient to cover large payments (such as rents etc.)
6.5	The council will work to inform LTF of the budget for the following year in time for the quarter 3 monitoring meeting. This will enable LTF to consider their Service Plan for the following year. If the council is unable to inform LTF of the budget for the following year, then the Council shall inform LTF of this.
6.6	In addition to the quarterly monitoring returns, LTF will be required to complete an annual performance report. This report shall contain information of LTF performance against the agreed objectives for funding and financial information.
6.7	If at any time Value Added Tax becomes chargeable to or payable by the Council in relation to this Agreement, the Funds shall be deemed to be inclusive of such Value Added Tax.

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7.0	Amendments to the Agreed Outputs & Outcomes
7.1	If the Parties to this Agreement agree that amendments to the Delivery Plan in Appendix 1 are appropriate for the proper performance of the Services, Appendix 1 shall be revised and reissued
8.0	Financial Monitoring
8.1	LTF shall keep and maintain accurate financial records of its transactions and shall provide copies of the Annual Audited Accounts to the Council and at such other times as reasonably requested by the Council.
8.2	LTF shall have appropriate financial procedures that will set out the administration and controls to ensure effective and transparent financial expenditure.
8.3	The Council shall be entitled to withhold any or all of the Funds paid throughout the duration of this Agreement and/or to require repayment of part or all of such Funds in the event of the following circumstances:
	(i) any of the information provided in the application for such Funds, or in subsequent supporting correspondence, is found to be substantially incorrect or incomplete; (ii) LTF is in breach of any term of this Agreement and has failed to remedy such breach within twenty-eight days of receipt of notice of such breach from the Council.
8.4	The Council may suspend payment of the Funds if LTF does not submit to the Council by 1st October in any given year the Audited Accounts for the preceding year. Recommencement of the payment of the Funds shall be dependent upon the Council's approval at its sole discretion of the Audited Accounts.
8.5	The Funds are restricted for the purpose of delivering the activities described in the LTFs service plan, resulting in the achievement of the Outputs and Outcomes in Appendix 1 of this Agreement. The Council may require repayment of all the Funds, or not pay funds in future instalments paid under this Agreement or such part thereof as the Council deems appropriate in its sole discretion, should the Funds be used for purposes outside the scope of these activities.
9.0	Performance Monitoring
9.1	The council shall meet LTF on a quarterly basis, within 4 weeks of submission of the monitoring form. This meeting will be centred on information provided in the Monitoring form.
9.2	At these meeting each party shall share information that it deems appropriate, in an open manner.
9.3	The quarterly monitoring form shall be submitted to the Council by the following dates:

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	<p>8 July 2013 7 October 2013 10 January 2014 7 April 2014</p>
9.4	LTF shall provide all information and other items as the Council shall reasonably request and at such reasonable times in order for the Council to monitor, evaluate and review LTF's performance with regard to the Council's Requirements.
10.0	Publicity
10.1	LTF shall acknowledge the council as a funder in all stationary and publicity material adopting the corporate communications advice where appropriate. The acknowledgement should be LTF is financially supported by Leeds City Council, with a picture of the Leeds City Council crest.
10.2	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 National Audit Office pursuant to the National Audit Act 1983 or otherwise.
11.0	Council's Requirements
11.1	The Council's requirements may be altered from time to time. The council shall discuss any proposed changes with LTF at least 8 weeks before implementation of such a change. LTF shall be notified in writing of any changes to the requirements
12.0	Staffing arrangements
12.1	The council has released four staff to work for LTF. The staff are: 1 x Coordinator – grade PO2 2 X Fieldworker – grade – SO2 1 x Finance and Admin Officer. –scale C1 (0.6 FTE from July 2011) These staff are employed on Leeds City Council Terms and Conditions. The Staffing compliment may change during the year by mutual agreement.
12.2	These staff will be paid directly by the council; their staffing costs will not be met from within the grant.
12.3	LTF are expected to adhere to the Council's Human Resources polices. Copies of each of these policies are available on the council's intranet system, or can be obtained from the Council.
12.4	LTF will be expected to adhere to the principals for Investors in People. This will include: <ul style="list-style-type: none"> • A commitment from the Board and management to develop themselves and all employees to help meet business objectives; • Regular planning and reviewing of the needs of staff and planning of

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12.5	<p>training and development accordingly;</p> <ul style="list-style-type: none"> • Action taken to train an individual throughout their time with an organisation; and • The way an organisation evaluates its training and development to assess achievement and improve future effectiveness.
12.6	<p>LTF will be expected to pay for staff training and development from within the Funds.</p> <p>In addition to the Performance monitoring meeting LTF or the council may request meetings to discuss staff issues when required.</p>
13.0	Access to council IT systems
13.1	LTF shall have access to the Councils' IT system. Agreement will be reached with LTF on which systems they require. LTF shall be charged for access to each IT system. A separate agreement will signed stating the support, access, and costs of each system.
14.0	Policy consultation
14.1	LTF shall discuss with the Council any concerns it may have in regard to the Council's policies or proposed policies giving the council, through the nominated person, reasonable time to respond.
14.2	The Council shall discuss with LTF any concerns it may have in regard to the LTF's policies or proposed policies giving LTF, through the nominated person, reasonable time to respond.
15.0	Resolution of disputes
15.1	In the event of a dispute arising out of or in connection with this Agreement, the nominated persons responsible for the management of this agreement will meet within five working days in an attempt to resolve the matter.
15.2	LTF Board and Environment and Housing' Housing Partnerships should be notified immediately in event of dispute.
15.3	Should the nominated persons responsible for the management of this agreement be unable to resolve the dispute then the matter should be referred to the respective Head of Housing Partnerships / LTF Directors for consideration / resolution.
15.4	Should resolution of the dispute be unsuccessful at that stage, the Council and Leeds Tenants Federation will commission the services of a Mediation Agency, such as Leeds Community Mediation Service or COMPAS@TPAS Pinpoint Dispute Resolution
16.0	Termination
16.1	In the event that LTF is in breach of this Agreement, the Council shall serve notice on LTF of such breach. Should the breach not be remedied

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	within twenty-eight days of the receipt of such notice, the Council may terminate this Agreement forthwith without further notice, and reclaim such quantity of the Funds as the Council deems appropriate in its sole discretion.
16.2	In any event, the Council or LTF may terminate this Agreement by serving six months written notice on the other party. Where such termination occurs between dates for payment of the Funds and such Funds have been paid in advance, then LTF shall pay back to the Council the amount of the Funds on a pro rata basis proportionate to the period of time from the date of termination to the next due date for payment of the Funds.
17.0	Consequences of Termination
17.1	The termination or expiry of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
17.2	In the event of any termination of this Agreement the Council shall be entitled without prejudice to the Council's other rights and remedies, to obtain a refund of any funding paid by the Council in respect of any works that have not been carried out by the Trust.
18.0	Insurance
18.1	LTF shall maintain public liability insurance to an appropriate value. LTF shall provide documentary evidence that appropriate levels of insurance are being maintained at such times as required by the Council.
19.0	Legislative Requirements
19.1	LTF shall at all times comply with Health & Safety, Adult and Child safeguarding requirements and Equal Opportunities Legislation and shall ensure that policies and procedures are in place and monitored to demonstrate such compliance.
19.2	LTF shall have the following polices and provide them to the Council when requested to do so. These polices must meet all legislative and good practice requirements: <ul style="list-style-type: none"> • Health & Safety • Safeguarding Policy. All staff working with children should have Criminal Records Bureau checks (to be replaced form Oct 2009 with Independent Safeguarding Authority vetting and barring scheme). • Complaints policy • Equal Opportunities Policy • Procurement Policy and any such documents and policies when approved by the Council shall be deemed to form part of this Agreement.
19.3	LTF shall provide the council with any minutes of LTF's management committee meetings or equivalent when requested without reasonable

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	delay.
19.4	LTF shall provide the council with any registration documents with any third party bodies upon request and with good reason.
20.0	Governance Requirements
20.1	Informed decision making
20.1.1	LTF shall make decisions on the basis of timely accurate and relevant advice and information.
20.1.2	LTF shall undertake its Service Plan using the principals of appropriate project management systems.
20.1.3	LTF shall record and publish its most important decisions.
20.1.4	LTF shall have its own procurement strategy and procedures. These procedures should be open and transparent and adopt recognised good practice wherever possible.
20.2	LTF and the Council shall practice the principals set out in Compact For Leeds
20.3	Managing risk
20.3.1	LTF shall adopt a risk management framework. Key risks will be reported to the council as part of the quarterly monitoring process.
20.3.2	LTF shall be able to assure the Council that it has an adequate internal control and assurance framework in relation to its governance as and when required to do so.
21.0	Indemnity
21.1	LTF shall indemnify the Council against any loss claim and expenditure over and above that required for the Council's proper performance of this Agreement resulting from the performance of the Services, excepting in so far as such loss claim and expenditure is the result of the Council's negligence.
22.0	Assignment & Subcontracting
22.1	Neither party may assign or subcontract this Agreement in whole or in part without the other party's prior written consent.
23.0	Agency
23.1	LTF is not and shall not in any circumstances hold itself out as being the servant of the Council for any purpose other than those expressly conferred by this Agreement.
23.2	LTF is not and shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance variation or release or discharge of any obligation.
23.3	The staff of LTF are not and shall not hold themselves out to be and shall

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	not be held out by LTF as being servants or agents of the Council for any purpose other than that expressly conferred by this Agreement.
24.0	Fraud
24.1	LTF must take all reasonable steps including all preliminary investigations and enquiries to prevent the risk of fraud to the Council. Where such preliminary actions suggest the possibility of fraud or other irregularity affecting the resources of the Council, LTF shall immediately inform the Council.
25.0	Prevention of Bribery & Corruption
25.1	The Council shall be entitled to cancel this Agreement and to recover from LTF the amount of any loss resulting from such cancellation if: <ul style="list-style-type: none"> • LTF shall have offered or given or agreed to give to any person any gift or consideration of any kind inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other contract with the Council or • the like acts shall have been done by any person employed by LTF or acting on its behalf (whether with or without the knowledge of LTF) or • in relation to any contract with the Council, LTF or person employed by it or acting on its behalf shall: • have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.
25.2	LTF shall indemnify the Council against any loss claim or expenditure resulting from LTF's breach of clause 25.1
26.0	Freedom of Information Act 2000 (FOIA)
26.1	LTF 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 (at the LTF's expense) to enable the Council to comply with these Information disclosure requirements.
26.2	LTF shall and shall procure that its sub-contractors shall: <ul style="list-style-type: none"> • provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting that Information; and • provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
26.3	The Council shall be responsible for determining at its absolute discretion whether:- <ol style="list-style-type: none"> a) the Information is exempt from disclosure under, the FOIA and the Environmental Information Regulations; and

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	<p>b) the Information is to be disclosed in response to a Request for Information..</p> <p>In no event shall LTF respond directly to a Request for Information unless expressly authorised to do so by the Council.</p>
26.4	<p>LTF acknowledges that the Council may, acting in accordance with the FOIA, the Local Government Act 1972 (as amended) the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 (as amended) or the Environmental Information Regulations be obliged to disclose Information:-</p> <p>(i) without consulting with LTF, or</p> <p>(ii) following consultation with LTF and having taken its views into account.</p>
26.5	<p>LTF shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.</p>
26.6	<p>LTF acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with this Clause.</p>
27.0	Environmental Requirements
27.1	<p>LTF shall, when working on the Council's Premises, perform the Services 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 deleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.</p>
28.0	Audit and the Audit Commission
28.1	<p>LTF shall keep and maintain until 12 years after the Agreement has been completed, or as long a period as may be agreed between the Council and LTF, full and accurate records of this Agreement including the Services provided under it, all expenditure reimbursed by the Council, and all payments made by the Council. LTF shall on request afford the Council's auditor (whether internal or external) such access to those records as may be required by the Council's auditor in connection with this Agreement. LCC will provide reasonable storage provision.</p>
29.0	Human Rights Act
29.1	<p>LTF shall at all times abide by the Human Rights Act 2000 in the performance of the Services.</p>
30.0	Data Protection

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30.1	LTF shall at all times abide by the Data Protection Acts 1984 and 1998 in the performance of the Services.
30.2	Without prejudice to the generality of clause 16, LTF shall indemnify the Council against any loss claim or expenditure resulting from LTF's breach of clause 30.1
31.0	Scrutiny Board/Executive Board Assistance
31.1	If required by the Council to do so LTF shall throughout the period of this Agreement and for a period of six years after expiry of this Agreement give all reasonable assistance to the Council including attending the Council's Scrutiny and/or Executive Board (or successor) in order to answer questions pertaining to any works carried out under this Agreement should the need arise.
32.0	Conflict of Interest
32.1	LTF shall notify the Council immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Council and any other client of the Trust and the Trust shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council.
33.0	Agreement Review
33.1	LTF and the Council shall meet quarterly and at reasonable times if so required by either party in order to review this Agreement.

Authorised to sign on behalf of LTF:

Signature:

Name (block capitals):

Position: Chair of Leeds Tenants Federation

Date:

Authorised to sign on behalf of the Leeds City Council

Signature:

Name (block capitals):

Position:

Date:

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