

Business Bulletin

Housing, Homelessness and Fair Work Committee

10.00am, Tuesday, 27 February 2024

Housing, Homelessness and Fair Work Committee

Convener:	Members:	Contact:
<p>Convener: Councillor Jane Meagher</p> 	<p>Councillor Graeme Bruce Councillor Jack Caldwell Councillor Stuart Dobbin Councillor Pauline Flannery Councillor Euan Hyslop Councillor David Key Councillor Ben Parker Councillor Tim Pogson Councillor Susan Rae Councillor Iain Whyte</p>	<p>Jamie Macrae Committee Officer 0131 553 8242</p>

Accessible Housing Update

The Council submitted a response to the Scottish Government consultation on enhancing the accessibility, adaptability and usability of Scotland's homes (response circulated to Committee members). The consultation focused on proposed changes to Part 1 of Housing for Varying Needs guidance, which will inform Scottish Government proposals for a new accessible housing standard across tenures (which could be introduced from 2025/26). The aim is to mainstream a higher standard of accessibility and adaptability across new homes through changes to building standards and guidance. The response submitted supports the increase in the accessibility measures proposed but noted that some of the proposals will increase the cost of the delivery of affordable housing in a time where viability is already exceptionally challenging. Work done to inform the response suggests that the additional cost to implement the proposals could be £5,955 for a General Needs two-bedroom, four-person flat and £13,543 for a Wheelchair home of this size.

At the last meeting of the Accessible Housing Sounding Board there was further discussion on the draft section on Mixed Communities in the Edinburgh Design Guidance update. The purpose of the guidance is to interpret policies of the development plan. It is currently under review to take account of National Planning Framework 4 (NPF4) which was published in February 2023. Key principles in the guidance focus on provision of a mix of homes for a range of household sizes and needs including those of families, older people and people with particular needs and inclusive, accessible and adaptable homes.

It was also agreed that a meeting would be set up between Registered Social Landlord partners and Health and Social Care colleagues to provide an opportunity to share information on key areas of work.

Contact: [Gillian Donohoe](#),
Senior Housing Development
Officer

Acquisitions and Disposals Update

Since the implementation of the Acquisitions and Disposals programme, and to the end of December 2023, 315 homes have been purchased and 170 homes have been sold. This has led to 79 blocks becoming fully Council owned, 231 blocks where the Council has consolidated its majority ownership and 127 blocks in which the Council has fully divested its interest.

89 homes have been purchased in the Dumbryden/Murrayburn/Hailesland area which has supported the delivery of the Mixed Tenure Improvement Service pilot. Additionally, 172 owners who were planning to sell their home on the open market have chosen to sell to the Council directly. This has enabled block consolidation to progress more quickly.

The final quarter of 2023 saw Edinburgh house prices declining by 4% year-on-year with the average property achieving 102% of home report value. This has had a negative effect of Council sales with lower and sometimes under home report value offers being made. But on the flip side, purchases have been secured at a similar level. The Council also benefits from a lot of direct purchases from owners which means not having to compete on the market.

However, some buyers have been forced to pull out of purchases due to the withdrawal of mortgage offers, increased interest rate charges and the general uncertainty in the market. On acquisitions, due to the volatility of the market, sellers have been accepting early offers in order to secure sales. In some instances, this has meant that the Council has missed out on purchases. Although the market is expected to continue in a similar way into 2024, with the freezing and potential fall in interest rates, it should become more stable.

Contact: [Lisa Mallon](#), Housing Manager

Acquisitions and Disposals by year

Year	Acquisitions	Disposals	Net increase
2015-2016	10	6	4
2016-2017	16	10	6
2017-2018	19	10	9
2018-2019	17	13	4
2019-2020	38	17	21
2020-2021	32	18	14
2021-2022	42	33	9
2022-2023	75	28	47
2023-2024	66	35	31
Total	315	170	145

Acquisitions and Disposals per locality

Locality	Acquisitions	Disposals	Net increase
North-East	52	26	26
North-West	46	51	-5
South-East	42	47	-5
South-West	175	46	129

Acquisitions and Disposals by ward

Ward	Acquisitions	Disposals	Net increase
Almond	9	2	7
City Centre	8	19	-11
Colinton/ Fairmilehead	26	8	18
Corstorphine/ Murrayfield	1	6	-5
Craigtinny/ Duddingston	32	7	25
Drum Brae/Gyle	4	3	1
Forth	28	19	9
Fountainbridge/	1	9	-8

Recent News

Craiglockhart			
Inverleith	4	22	-18
Leith	6	9	-3
Leith Walk	0	6	-6
Liberton/Gilmerton	31	11	20
Morningside	0	3	-3
Pentland Hills	118	4	114
Portobello/ Craigmillar	13	4	9
Sighthill/Gorgie	31	24	7
Southside/ Newington	3	14	-11

Background

Local Housing Strategy for Edinburgh 2025-30

Work is underway to develop an updated Local Housing Strategy (LHS) in 2024/25. It is a statutory requirement for Local Authorities to produce a Local Housing Strategy around every five years, setting out the strategy, priorities and plans for the delivery of housing and related services. The strategy will support and link to other strategic plans including the Strategic Housing Investment Plan (SHIP) and the Housing Emergency Action Plan.

Creating the LHS provides the opportunity to set out the vision for the next five years, to plan for current and future demand, identify priorities and monitor progress, supported by an outcome action plan.

It is essential the LHS is developed in consultation with residents, stakeholders and partner organisations in order to gather a wide range of views to help shape the strategy. A submission will be made to the Consultation Advisory Panel with draft consultation and engagement plans.

Initial research and planning started at the end of 2023. Engagement activities with colleagues, external stakeholder organisations and tenants and residents will take place throughout 2024. Online public surveys are planned for the Spring to gather early views on areas for

Contact: [Lisa Mallon](#), Housing Manager

Recent News	Background
<p>prioritisation and in the autumn for review of the draft strategy.</p> <p>Councillors will be invited to feed into and help shape the strategy through Committee workshops/ briefings and will be kept updated through business-bulletins and committee reports.</p>	
<p><u>Get Me Home Safely</u></p> <p>Regulatory Committee noted the Get Me Home Safely motion and that the Licensing Board was looking at the issue of ‘Get me home safely’ as part of the consultation on the Licensing Board’s statement of policy.</p> <p>This consultation concluded in November 2023 and on 27 November 2023 the Board agreed a new statement of licensing policy.</p> <p>Having considered the consultation responses and advice on the relevant legislation, including the limits of the Board’s powers to regulate matters beyond the sale of alcohol, the Board agreed to add the following paragraph into the policy.</p> <p><i>The Statement of Licensing Policy, at paragraph 17.9 (“Issues to be considered”): whether customers and staff have adequate access to public transport when arriving at and leaving the premises, especially at night – this is something the Board received detailed representations on as part of its consultation.</i></p> <p>The Board is therefore encouraging this as good practice whilst recognising that determining a licence based on this is likely to be beyond the Board’s powers to regulate the sale of alcohol.</p>	<p>Contact: Andrew Mitchell, Head of Regulatory Services</p>
<p>Regeneration Capital Grant Fund/Vacant and Derelict Land Investment Programme</p> <p>As advised on 5 December 2023, the Council made six bids to the Regeneration Capital Grant Fund (RCGF) and five bids to the Vacant and Derelict Land Investment Programme (VDLIP) for 2024/25. The RCGF and VDLIP are capital grant funds operated by the Scottish Government. The RCGF provides grants for “locally</p>	<p>Contact: Kyle Drummond, Programme Development Officer</p> <p>Wards Affected:</p> <p>4 – Forth 12 – Leith Walk 17 – Portobello/Craigmillar</p>

developed, place-based regeneration projects that involve local communities, helping to tackle inequalities and deliver inclusive growth in deprived, disadvantaged and fragile remote communities”, while the VDLIP provides grants to “transform long-term vacant and derelict sites”. The Council bids into both funds on an annual basis for support with relevant projects.

In September 2023, the Council was advised that the following bids were successful at stage one:

Regeneration Capital Grant Fund

- Granton Lighthouse; and
- Spartans Education and Work Building.

Vacant and Derelict Land Investment Programme

- Granton Waterfront Regeneration, Phase 1; and
- Powderhall Housing-Led Regeneration.

The Council subsequently made stage two bids for the above four projects. Final decisions on the bids were expected in early 2024.

In December 2023, the Council was notified by the Scottish Government that the RCGF and VDLIP had been paused. As a result, officers do not anticipate any awards being made for 2024/25.

A watching brief will be maintained on the future of the RCGF and VDLIP, and other funding avenues to support the above projects will be investigated.

Draft Climate Ready Edinburgh Plan 2024-2030 for consultation

The Council’s Policy and Sustainability Committee approved the draft Climate Ready Edinburgh Plan for consultation on 15 December 2023. The Plan details how the city must adapt to deal with the shocks and stresses caused by climate change, and includes actions on future proofing Edinburgh’s development, adapting Edinburgh’s social housing stock, tackling flooding and overheating of buildings and surrounding environment and providing greener, better places to live.

The Council declared a Climate Emergency in 2019 and a Nature Emergency in 2023. A key ambition of

Contact:

climatechange@edinburgh.gov.uk

Wards Affected: All

Recent News

Background

Edinburgh's 2030 Climate Strategy was the development of the Climate Ready Edinburgh Plan to continue the process of adapting the city to the impacts of climate change. The Edinburgh Adapts Partnership has led this work on behalf of the city.

The draft Plan has 8 priority themes:

- Planning and the built environment
- Water management and resilience
- Coastal adaptation
- Sustainable transport
- Safeguarding and enhancing our natural environment
- Strong, healthy community and economy
- Building understanding of climate risk
- Governance and risk

A 12-week citywide public consultation on the draft Climate Ready Edinburgh Plan 2023-2030 is underway. During this consultation, a number of engagement exercises will be held, including workshops targeting the city's public, private and third sectors and internal partner workshops to ensure that the actions in the plan assigned to them are correct and align with their organisational priorities.

A final version of the plan will be presented to Policy and Sustainability Committee for approval following the consultation period. The consultation launched on 15 January and responses can be submitted using the following link: www.edinburgh.gov.uk/climateadapt or using the below QR code.



Supporting Tenant Participation

On 5 December 2023, Committee considered a [report](#) on Tenant Participation and Community Engagement 2024/27. Committee requested that officers engage

Contact: [George Norval](#),
Housing Operations Manager

Wards Affected: All

Recent News

Background

with political groups to share information on tenant participation and engagement activity in advance of the next tranche of funding being awarded to Edinburgh Tenants Federation (ETF).

At the request of Committee, attached to this Business Bulletin are a previous report on Tenant Participation and Engagement, together with the current Service Level Agreement with ETF (including progress update).

In advance of the next tranche of funding being released, officers will continue to engage with Elected Members on this.

Housing, Homelessness and Fair Work Committee

10.00am, Monday, 20 January 2020

Tenant Participation and Community Engagement

Executive/routine	Executive
Wards	All
Council Commitments	1,2,41,44

1. Recommendations

- 1.1 It is recommended that the Housing, Homelessness and Fair Work Committee:
- 1.1.1 approves the new Tenant Participation Strategy 2020/2023; and
 - 1.1.2 agrees to fund Edinburgh Tenants' Federation (ETF) for a further two years, on a maximum standstill budget of £241,083 per annum, subject to ongoing review and progress against the delivery of key outputs, outcomes and improvement actions.

Paul Lawrence

Executive Director of Place

Contact: Elaine Scott, Housing Services Manager

E-mail: elaine.scott@edinburgh.gov.uk | Tel: 0131 529 2277



Tenant Participation and Community Engagement

2. Executive Summary

- 2.1 This report seeks approval of an updated Tenant Participation Strategy (TPS) and summarises improvements made by ETF to strengthen the service and participation role they provide, through a Service Level Agreement (SLA) currently funded until 31 March 2020, that supports the delivery of the TPS objectives.
- 2.2 The report seeks agreement for ETF to be funded for a further two years from 1 April 2020 to 31 March 2022, subject to ongoing review and progress against the delivery of key outputs, outcomes and improvement actions. These will be set out in the SLA and will be monitored and reviewed on a six-monthly basis.
- 2.3 The report also notes that work is underway to finalise the continued approach to funding of the Neighbourhood Alliance (NA) to support regeneration and place making in the North East Locality. Any future funding proposal will be reported to Committee for approval.

3. Background

- 3.1 The [Housing \(Scotland\) Act 2001](#) requires social landlords to 'consult tenants on proposals that affect them and take account of their views'. Tenant groups can register with their landlord to strengthen their rights to information and to take part. All social landlords must also have a TPS which sets out the support and actions to enable tenants to participate.
- 3.2 The [Scottish Social Housing Charter](#) requires social landlords to ensure that 'tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with'. Participation is distinct from but complements other consultation and engagement with tenants through activities such as focus groups and surveys.
- 3.3 The [Scottish Housing Regulator](#) monitors tenant participation, emphasising the importance of tenants and social landlords scrutinising services together to improve performance and ensure value for money. This now also forms part of the Annual Assurance Statement for the Housing Service. The first statement for the service was agreed by Committee on [31 October 2019](#).

- 3.4 The [Community Empowerment \(Scotland\) Act 2015](#) aims to ensure that all citizens can get involved and help make important decisions; it sets out community planning arrangements and how people can request to participate.
- 3.5 On [30 August 2018](#), the Housing and Economy Committee agreed to extend funding for ETF to 31 March 2020 subject to performance improvement milestones in the revised SLA being met. Since then work has been ongoing to improve monitoring and evaluation processes in respect of both organisations to ensure the delivery of key initiatives, which are measured against progress on short term outputs and longer-term outcomes that support and strengthen tenant participation and community engagement across the city.
- 3.6 The ETF SLA has been jointly developed with ETF and agreed with them. The actions describe expected key outputs and the long-term outcomes sought and make clear ETF's responsibilities and the expected timescales for these to be progressed. Some actions are joint and/or need to be agreed and progressed with the Council.

4. Main report

- 4.1 All social landlords must have a TPS setting out support and actions to enable tenants to participate in the delivery and development of the Housing Service. The TPS has been updated for the period 2020/23. It has been developed with tenants and builds on previous strategies, achievements and activities. A copy is provided in Appendix 1.
- 4.2 Consultation on the strategy has confirmed that tenants want the Housing Service to continue to ensure that tenants' views are taken on board to help shape and improve housing conditions and services, with increased transparency and accountability to tenants and greater tenant influence. They want to ensure that tenants really know the different ways they can become involved; can take part and influence decisions if they want to; have the support and resources they need to take part and can help to develop quality services. An Integrated Impact Assessment (IIA) is being completed and this will inform the iterative Action Plan.
- 4.3 The draft TPS 2020/23 is recommended for approval by Committee. The actions and outcomes set out in the ETF SLA will assist with meeting the objectives of the TPS. It will also support the delivery of the Housing Service Improvement Plan.

Edinburgh Tenants Federation

- 4.4 ETF plays an important role in representing tenants and supporting local residents and Registered Tenants' Organisations (RTOs) to participate and influence decisions. The ETF SLA 2019/20 focuses on supporting the delivery of the agreed TP Strategy outcomes referred to at 4.2. It sets out specific tenant participation initiatives and measures, key improvement actions to support and strengthen ETF, a timetable and performance dashboard and it also includes the standard Council terms and conditions.

- 4.5 As reported to the Housing and Economy Committee on [30 August 2018](#), the improvement actions were agreed to strengthen ETF's capacity to deliver the defined outputs and outcomes set out in the SLA and to ensure a more constructive working relationship that reflects wider tenants' views. Communication protocols are now in place, including a requirement for ETF to clarify the scope of any representations made to the Council by them on behalf of tenants.
- 4.6 As a voluntary member organisation, ETF have faced some challenges due to gaps in staff support. To address this, ETF proactively put in place some assistance for the organisation through the Tenants' Information Service (TIS) within their existing funding. The work TIS have been involved in includes help with managing some employer/employee matters; looking at approaches to long-term staff management requirements; finalising the move for the organisation from being an unincorporated voluntary body to becoming a Scottish Charitable Incorporated Organisation (SCIO) and ongoing work to review the organisation's governance and learning requirements. This work is supporting areas of improvement that were set out as a requirement of the current SLA.
- 4.7 TIS have initially been assisting ETF with early work to consider a long-term approach for staff management and support within the organisation to reduce the volunteer members direct responsibilities for employing and managing staff. Council officers have been involved as appropriate in these discussions and have emphasised the benefits of increasing capacity for the volunteers on the management committee to focus on delivery of the SLA requirements and to lead the day to day work of the organisation.
- 4.8 With TIS's assistance, the move to a SCIO was finalised at the ETF Annual General Meeting on Friday, 13 September 2019 and ETF are now formally recognised and operating as a SCIO with all the required standards met. Operating as a SCIO provides limited liability and a separate legal identity to organisations that want to become charities but do not want or need the complex structure of company law.
- 4.9 ETF have also arranged for TIS to review their governance and learning requirements with a focus on executive committee recruitment and training for existing and new members to ensure that they understand ETF's core policies and codes of practice, as well as their role/relationship with others, within and outwith the organisation. This will help ETF to affirm their strategic direction and to guide and direct the activities of the organisation as instructed by their wider membership. Capacity building in terms of the whole organisation is also being emphasised.
- 4.10 The Tenant and Resident Services Operations Manager meets with ETF representatives on a regular basis to ensure there is clear communication and joint understanding on the work programme set by the ETF membership, and its relationship to the requirements of the ETF SLA, which has been agreed with the housing service. A joint review of the 2018/19 SLA, as set out in the [30 August 2018](#) report to Housing and Economy Committee, was completed by 31 May 2019; a mid-point review of the 2019/20 SLA has also been completed. The outputs of these reviews, which capture the range of activity carried out by ETF, have been shared with senior managers at the bi-monthly meetings with ETF.

- 4.11 The existing 2019/20 SLA includes specific tenant participation initiatives and measures to ensure the requirements of the SLA are being met; these are being considered as part of the work on the governance and potential areas for development that TIS are providing to the organisation and these will be captured and agreed with ETF as part of the annual SLA for 2020/21 onwards.
- 4.12 Agreeing to fund ETF for a further two years will enable a period of stability for the organisation to continue to deliver on the improvement actions and progress their work with TIS within the context of work ongoing on the Housing Service Improvement Plan, which recognises the importance of ongoing dialogue with tenants to ensure they are involved in shaping improvements and influencing decisions being taken on services. A separate report to this Committee on the 'Housing Service Improvement Plan: Update' provides more information on the programme of improvements.
- 4.13 Work is being progressed on options for alternative professional development support for the operation of ETF, covering staff and management of their governance requirements. Any model would maintain independence for the organisation, which is important for tenant members. This type of model would enable ETF to operate within their existing governance arrangements but provide resources to ensure ongoing access to professional development support and best practice in tenant participation.

Neighbourhood Alliance

- 4.14 The NA provides support for local regeneration and place making in the North East Locality. Similarly, to ETF, this small voluntary organisation has had reduced staff capacity. Work is underway with the organisation to get assurance around continued capacity and the governance arrangements for the management Committee. The SLA objectives are also being refocused to ensure effective support for local regeneration and place making in the North East Locality as this moves forward. Once this work has been completed any proposal for future funding will be reported to this Committee for approval.
- 4.15 On 2 April 2019, the Edinburgh Partnership agreed a new governance framework, which included establishing 13 new Neighbourhood Networks. The Neighbourhood Networks will play a key role in community planning processes and, through their new remit and membership, provide a way of increasing community influence and involvement across the city. Membership includes community councils and other community groups in the area, such as residents' organisations and parent councils, as well as councillors and voluntary groups. Any future support provided to the NA will need to align with the locality-based model as work goes forward.

5. Next Steps

- 5.1 The ETF SLA to 31 March 2022 will be finalised in discussion with ETF. Six-monthly monitoring meetings and evaluation of the delivery of key initiatives will continue, assessed jointly by ETF and the Housing Service against agreed short

term outputs and long-term outcome measures. A funding extension is being recommended for a period of up to two years to 31 March 2022. The funding will be transferred in six monthly blocks and subject to delivery against the SLA objectives and the areas of improvement continuing to be taken forward by the organisation. The ETF SLA will also support the delivery of the new TPS 2020-23.

6. Financial impact

- 6.1 In 2017/18, the Council spent £ £1,400,063, or £72.64 per property, on resident involvement, inclusive of grant funding for RTOs, ETF and NA spend. This calculation includes the costs for Council staff time on tenant engagement, operational costs and overheads, e.g. ICT, finance and premises.
- 6.2 The cost to the HRA of extending ETF funding from 1 April 2020 to 31 March 2022 would be £482,166. Tenant participation and engagement spend is included within the HRA Business Plan. Payments will be released in six-monthly blocks with ETF required to provide thorough six-monthly reports on spend and annual accounts for review.
- 6.3 This work is contributing to ensuring best value for tenants by ensuring that tenants' views inform the Council's approach to delivering services and investing in homes.

7. Stakeholder/Community Impact

- 7.1 This report has been informed by previous discussions with stakeholders and the services involved, as well as consultation on the TPS 2020/23, to ensure that the approach taken by the organisations through these SLAs supports the implementation of the new TPS.
- 7.2 The second stage of the TPS consultation closed on Friday 10 January 2020. Feedback has been analysed and the draft document finalised to take account of feedback received. An IIA is being completed to inform the Action Plan, which will be reviewed regularly, as well as the future ETF work programme, identifying actions required to encourage wider involvement. Previous concerns about under-representation of some residents in tenant participation and engagement processes led to ETF contacting tenants living on the Gypsy/Traveller Site and work to explore support setting up a residents' association on site.
- 7.3 There are no adverse environmental implications arising from this report. Work is ongoing to support more tenants and other residents to engage actively in the development of policies and practices that support sustainable living, e.g., community gardens.

8. Background reading/external references

- 8.1 Housing and Economy Committee on [30 August 2018](#), Tenant and Customer Engagement.

9. Appendices

9.1 Appendix 1 - City of Edinburgh Council Tenant Participation Strategy 2020/23.

Appendix 1 -Draft Tenant Participation Strategy 2020-2023

Involving You



Introduction

Welcome to the draft City of Edinburgh Council Tenant Participation Strategy, which will cover the period 2020-2023. It's been developed with tenants and builds on previous strategies, achievements and activities.

The Strategy is part of our commitment to listening to local people and working together with local communities. It also supports the Edinburgh Partnership's role to improve wellbeing and secure high quality public services for the city; the Tenant Participation Strategy will develop to fit with the city's new local community planning arrangements, including the neighbourhood networks.

Context

The [Housing \(Scotland\) Act 2001](#) requires social landlords to “consult tenants on proposals that affect them, and take account of their views”. Tenants' groups can register with their landlord to strengthen their rights to information and to take part.

The [Scottish Social Housing Charter](#) requires social landlords to ensure that “tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with”.

The [Scottish Housing Regulator](#) checks tenant participation, emphasising the importance of tenants and social landlords scrutinising services together to improve performance and ensure value for money.

The [Community Empowerment \(Scotland\) Act 2015](#) aims to ensure that everyone can get involved and help make important decisions; it sets out community planning arrangements and how people can request to participate.

The new Strategy will meet [equalities legislation](#) and an Impact Assessment will be carried out and findings included before the Strategy is finalised.

The new Strategy will comply with the [General Data Protection Regulation \(GDPR\)](#).

The results you and we want to achieve

Housing is important to people and their quality of life. It's essential that we understand tenants' views to help to shape and improve housing conditions and services. We want to make sure that tenants really:

- know the different ways they can become involved
- can take part and influence decisions if they want to
- have the support and resources they need to take part
- can help to develop quality services.

Tenants developed these outcomes and a recent survey confirmed that they want us to continue to aim for these results - with increased transparency and accountability to tenants and greater tenant influence.

Keeping you informed

We will keep you informed and updated in a range of ways, including:

- the Tenants' Courier delivered to every tenant at least twice each year
- the Tenant Handbook provided to all new tenants, on request and online
- a landlord performance report made available to all tenants every year
- providing a copy of the annual Assurance Statement as required by the Scottish Housing Regulator
- a newsletter provided to the Tenant Panel and Registered Tenants' Organisations (RTOs) at least three times each year.

Gathering your views

We will consult with you on any changes to housing management related policies and procedures, including:

- your rent
- repairs and maintenance
- allocations
- estate and tenancy management
- the Tenant Participation Strategy
- improvements to your homes and environment
- housing strategy, including new build council housing.

We will provide plain language information in a range of formats, at an early stage, to enable tenants to understand any proposals.

We will allow at least six weeks for feedback.

The findings will be reported to tenants on the Tenant Panel and RTOs, as well as senior managers and the relevant Council committee as appropriate.

Ways you can be involved

You can become involved in different ways, for example:

- Tenant Panel
- tenants' groups
- Edinburgh Tenants' Federation (ETF)
- events and meetings
- surveys and consultations
- online
- community council
- neighbourhood networks



To find out more, please call 0131 529 7805 or email tenant.panel@edinburgh.gov.uk

Resources

The Council will provide direct and indirect funding to support tenant participation, ensuring a value for money approach. This will include help from council officers as well as independent support. It will also include financial support for City of Edinburgh Council tenant groups.

Key areas of work

Key areas of work over the term of this new Tenant Participation Strategy will be:

- making it easier for all tenants to become involved and ensuring that tenants are updated on actions taken because of tenant feedback;
- an increased focus on ways for tenants to become involved locally;
- continuing to develop and strengthen tenant scrutiny of services;
- bringing the benefits of the internet to all tenants while continuing to provide traditional methods of contact for those who are not online;
- developing and delivering the tenant grants programme with tenants;
- clarifying and developing the role of the Tenants' Panel, and
- continuing to work with RTOs, ETF and the Neighbourhood Alliance (NA). (The NA focuses on locality-based place making and regeneration in Craigmillar and Portobello).

Performance monitoring and evaluation

Progress will be measured by monitoring and evaluating:

- tenants' understanding of the ways they can take part and influence decisions;
- the support and resources provided for tenants to take part, and
- tenant satisfaction with services provided.

An annual report will be produced to show how tenants' views have been taken in to account when decisions are being taken about their homes and services.

Registering as a Registered Tenants Organisation

Groups representing City of Edinburgh Council tenants will be invited to register. Each registration lasts three years and groups' contact details are publicised in the Register of RTOs. The Register is a public document and available online at www.edinburgh.gov.uk/tenantpanel The Council will support non-registered groups.

Edinburgh Tenants Federation

Edinburgh Tenants Federation (ETF) represents tenants and residents across the city. ETF is a membership-based organisation run by and for its members. It can help you to set up a group. Contacts: 0131 475 2509, info@edinburghtenants.org.uk,

Key Actions

	Action	Timescale	Measure
Working locally	A conversation with your Housing Officer (HO)	At least once each year	% of tenants offered the option
	Options to be involved locally promoted by HOs, including in the Neighbourhood Networks.	At least twice yearly	Increased awareness of option
	Locality housing roadshows organised with tenants	At least twice yearly	Post event evaluation
	List of RTOs maintained and HOs made aware of groups active in their areas	Ongoing	Tenant Satisfaction Survey
	HOs provided with information on tenant participation and attending tenant group meetings	Ongoing	Feedback from RTOs
	Tenants and tenant groups encouraged to submit suggestions for the Neighbourhood Environment Programme (NEP)	Variable	Increased awareness and involvement
Scrutinising services	Continued support for tenant led inspections. Findings reported to tenants, councillors, and managers in appropriate formats.	Annual inspection	Completed report
	Continued support for the Housing Revenue Account (HRA) Scrutiny Group	Annual check HRA.	Completed report
	Estate walkabouts organised and promoted locally with feedback provided to participants	Variable	Tenant Satisfaction Survey
	Mystery shopping considered as an approach to checking services	Tbc	Tbc
	Training in place for tenants inspecting and scrutinising services	Annually	Evidence of training
	Tenant Scrutiny Framework updated to align the different approaches.	Year One	Framework
Working digitally	Action	Timescale	Measure
	Resources to help tenants get on line explored	Ongoing	Increased use
	Tenants updated on progress via the Tenants' Courier	Annually	Update produced
Resources	Approach to managing funding for tenants' groups reviewed in discussion with tenants	Year One	Report produced
	Participatory budgeting explored as an approach in discussion with tenants.	Year One	Report produced

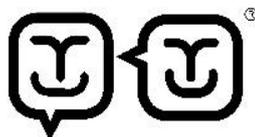
Tenant Panel	Role of the Tenant Panel reviewed	Year one	Report produced
	Tenant Panel promoted	Ongoing	Promotion examples
	Tenant Panel provided with regular feedback	Ongoing	Feedback
RTOs	RTO register maintained	Ongoing	List of RTOs
	RTOs encouraged and supported to take part, locally and city wide	Ongoing	Feedback from RTOs
	Continued work with ETF to shape and improve services	Ongoing	SLA
Equalities	Explore ways to better involve and communicate with tenants with disabilities	Year one	Report produced

Involvement is an overall term used to describe citizen engagement at any level

Information is the basis of good communication and strengthening Council-tenant relationships

Consultation is seeking customers' views and ideas, taking account of those views and providing feedback

Participation is when tenants actively engage in decision-making from planning through to implementation



HAPPY TO TRANSLATE

Call ITS on 0131
242 8181 and
quote reference
19-5480

Supporting Tenant Participation 2023-24

On 20 January 2022, the Housing, Homelessness and Fair Work Committee agreed that funding for Edinburgh Tenants Federation (ETF) would be extended to 31 March 2024 subject to performance improvement milestones continuing to be met.

The City of Edinburgh Council (CEC) provided ETF with £241,083 for the financial year 2022/23 and will provide a further £241,083 in 2023/24 to provide services to support tenant participation citywide. Six monthly progress reviews will be required.

Specific tenant participation initiatives and measures for 2023/24 are set out in **Table A**.

Key actions to continue to support and strengthen ETF to move forward effectively are set out in **Table B**. Accountability for the delivery of the tenant participation initiatives and key actions will be monitored at quarterly meetings between ETF and CEC senior managers. A timetable and performance dashboard will assist with this work See **Table C**.

The Service Level Agreement (SLA) terms and conditions are set out in **Part D** of this document.

This suite of documents set out the services that will be provided by ETF to support the implementation of the CEC Tenant Participation Strategy as well as ongoing initiatives to strengthen ETF effectiveness and governance. CEC recognises ETF's role in representing the views of its members.

ETF will support the delivery of the four key outcomes set out in the Tenant Participation Strategy 2020-2023 to ensure that tenants really:

- i) **Outcome 1** - know the different ways they can become involved
- ii) **Outcome 2** – can take part and influence decisions if they want to
- iii) **Outcome 3** - have the support and resources they need to take part
- iv) **Outcome 4** – can help to develop quality services.

The main recipients of this service will be CEC tenants. ETF's services can also be made available to tenants of other registered social landlords, private tenants and owner occupiers in mixed tenure areas as resources allow.



Table A Initiatives and measures to support the delivery of the 2023/24 SLA outcomes and the Tenant Participation Strategy 2020/23

Initiative	Key output measures	Long-term outcome measures
Engage with and support the Council to develop a new Tenant Participation 2024-27, including an Integrated Impact Assessment (IIA).	<ul style="list-style-type: none"> - Input into consultation place and process to gather tenants' views. - Promote consultation with tenants and ETF members. - Evidence that ETF are involved in informing the IIA and supporting any relevant actions identified. 	Tenants are satisfied with the opportunities given to them to take part in their landlord's decision-making processes. (Tenant Survey reported to the Scottish Housing Regulator at minimum every three years).
Develop innovative ways to engage with tenants, including making best use of digital media, including greater use of telephone/video conferencing to enable all tenants to continue to be able to take part.	<ul style="list-style-type: none"> - Work plan includes a range of innovative engagement and digital initiatives. - ETF's digital platform is strengthened. - Traditional measures will be used to continue dialogue with those who are unable to take part digitally (post/phone). 	Evidence of a range of innovative engagement approaches being used indicate that tenants are satisfied with the opportunities given to them to take part in their landlord's decision-making processes. (Tenant Survey).
Tenant Scrutiny Framework to be fully implemented by CEC and ETF jointly to support the delivery of the Tenant Participation Strategy and the Housing Service Improvement Plan	<ul style="list-style-type: none"> - Remits of the Sheltered Housing Scrutiny Group (SHSG) and Housing Repairs Scrutiny Group (HRSG) agreed by 30 June 2023. - Remit and the formation of a new Tenants Scrutiny Group (TSG) by 31 August 2023. - All groups agree standard terms and conditions. 	Tenants are satisfied with the opportunities given to them to take part in their landlord's decision-making processes. (Tenant Survey). Any negative impacts of the TPS have been mitigated.
Quarterly video conferencing meetings with senior managers to assist with prioritising work and preparatory business planning meetings as required.	<ul style="list-style-type: none"> - Meetings have taken place and actions are being progressed. - Tenant Participation Strategy Action Plan regularly reviewed and updated. 	Evidence of a more streamlined and coherent approach to tenant participation and engagement work.
CEC and ETF to jointly review actions agreed following the completion of the rent collection tenant led inspection.	<ul style="list-style-type: none"> - Review report produced by 30 November 2023. 	More tenants will be satisfied with services (Tenant Survey).

Progress a mini tenant led inspection of a service area to be agreed. Develop methods that can be used safely and mitigate any tenant concerns, e.g. telephone surveys.	<ul style="list-style-type: none"> - Approach developed and inspectors recruited by 30 June 2023. - Inspection completed by 30 November 2023. 	Recommendations from the tenant led inspection will be helping to improve the service provided to tenants.
Continue with proactive work in the localities on housing and with other key service areas such as the Contact Centre to inform and improve the front facing customer service that tenants experience. This may be digital/telephone/socially distant contact.	<ul style="list-style-type: none"> - ETF will update on EC member liaison in each of the localities by 30 September 2023. - Joint actions agreed with each locality and updates will continue to be reported to regular ETF meeting with CEC senior Managers 	More tenants will be satisfied with services (Tenant Survey)
Support ongoing tenant participation in a range of policy initiatives, including, rents, allocations and other strategic work such as the Housing service Improvement Plan (HSIP), e.g. repairs, tenant participation, stair-cleaning and work on mixed tenure initiatives (ongoing)	<ul style="list-style-type: none"> - Evidence that ETF is supporting tenants on the Housing Service Improvement Group (HSIG). - Evidence that ETF is supporting a wide range of tenants to take part in ongoing strategic work 	Tenants will be satisfied with their opportunities to take part (Tenants' Survey). Assessed as part of ongoing joint evaluation of initiatives and the annual review and impact assessment
Jointly with the housing service, promote the Neighbourhood Networks to tenants to strengthen the tenant voice in the localities (ongoing)	<ul style="list-style-type: none"> - Promotional material circulated to tenants via CEC and ETF communications, including on ways to become involved and feedback on impact of tenant contribution. 	More tenants will be influencing local work (evidence of tenant input)
Support tenants to form new Registered Tenant Organisation and help groups which may want to re-register as RTOs.	<ul style="list-style-type: none"> - Information is provided to CEC to update the Register of RTOs, evidencing increased number of groups operating and meeting regularly agreed by 30 September 2023 	Tenants will be satisfied with their opportunities to take part (Tenants' Survey).
Complete a joint mid-point review with CEC on progress with delivery of the 2023/24 SLA outputs and outcomes and the IIA (midpoint year 1)	<ul style="list-style-type: none"> - Review completed and evaluation report agreed by 30 November 2023 - Actions for improvement added to future SLAs as appropriate 	Future SLAs strengthened.

Table B: Improvement actions to be delivered by ETF

Action	Output measure	Outcome measure
<i>Strengthen the ETF Executive Committee (EC)</i>		

Secure the involvement of a range of people with diverse backgrounds , ages and skills	Promotional materials and improved digital communication	Increased membership
Effective induction and ongoing learning and development are essential.	Learning plan and event summaries	Strengthened EC (EC survey, membership and stakeholder views)
<i>Shared understanding of views and data</i>		
Clear understanding from EC members on their representative role for ETF and their personal views/circumstances. This is particularly important in accurately representing the work and priorities for ETF/membership in meetings with external parties, elected members etc	ETF EC demonstrate this understanding through their actions.	
<i>Strategic focus and planning of priorities</i>		
ETF work plan to ensure clear strategic direction and focus on members' priorities	Updated work plan developed and agreed with the membership by 30 September 2023	Member satisfaction with ETF Ongoing review and regular reporting
Value for money to be ensured for the Housing Revenue Account.	ETF to provide six monthly financial reports to CEC: 30 Sept 2023 and 31 March 2024	SLA delivered within budget
<i>Monitoring and review</i>		
Complete a joint mid-point review with CEC on progress with delivering the specific actions set out in this Table B	<ul style="list-style-type: none"> - Review complete and evaluation report agreed by 31 October 2023 - Any further improvement actions required to be added future SLAs as appropriate 	Future SLAs are strengthened and delivered effectively

Table C

Due date	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Enable tenants to participate safely	Ongoing											

Develop new and innovative ways of engaging with tenants	Ongoing											
Embed the Tenant Scrutiny Framework			30		31							
Online meetings with senior managers			June Service Director meeting				October TRS Manager's Meeting with Convenor of ETF				Feb Service Director Meeting	
Jointly review rent collection TLI actions					Prep	30						
Progress a mini tenant led inspection			30	Fieldwork			31					
Continue proactive work in localities	Ongoing				30	Ongoing						
Support ongoing TP initiatives	Ongoing											
Jointly promote the N'bourhood Networks	Ongoing											
Joint SLA review on (first year progress)						30						
Support new and re-registering RTOs.						30						

ETF work plan agreed by 30 September 2020						30						
ETF six monthly financial reports to CEC						30						31
Joint mid-point review of Table B actions.							31					

Tracking	Status	Comments
Engage and support new TPS		<p>Development of the new TPS is scheduled to begin in January 2024. An IIA will be carried out in partnership with ETF in the new year. Early areas of discussion include:</p> <ul style="list-style-type: none"> • Online platforms for surveys, discussions, and feedback collection, including as an important partner in utilising the Council’s forthcoming CX engagement platform. • Ongoing schedule of clear , modern communication to keep tenants informed, engaged and with ongoing opportunities for input. • Brand relaunch and new comms strategy • Inclusive events, collaborative projects and mobile alerts to gain ideas to improve shared space within HRA land assets. • Multilingual materials to ensure all tenants can understand, engage and contribute.
Develop new and innovative ways of engaging with tenants		Work underway to shift focus to digital which will continue into future SLAs . Further innovative ways to communicate, e.g. the comic book newsletter, is underway.
Embed the Tenant Scrutiny Framework		Sheltered and Repairs Group meetings have begun and delivery of framework/ rationalisation of groups. The TSP to be created by ETF Q4 23/24. Delayed due to staffing shortages
Online meetings with senior managers		Regular progress and update meetings are conducted with service officers and managers. Service director meetings have been scheduled from Q4 23/24.

Jointly review rent collection TLI actions		Income performance, RentSense operations and Tenant Hardship Fund discussions diarised for Tuesday 23 January 2024.
Progress a mini tenant led inspection		Focus shifted to stair cleaning. Inspections carried out and feedback provided to officers to implement improvements.
Continue proactive work in localities		ETF continue to visit local offices to assess how services are run and make recommendations to improve services. Attendance and participation for local groups, such as Birnie's High Rise, working with tenants and officers to address concerns.
Support ongoing TP initiatives		Ongoing engagement on a wide number of other areas e.g. high rise investment programme and engagement sessions. ETF undertook Participatory Budgeting mainstreaming training in April 2023 to ensure that support was provided to ensure citywide consistency around the process for the Estates Improvement Programme citywide. As work continues to support existing Neighbourhood Networks and new or relaunched community for a, ETF have committed to have a representative from their membership at each meeting. ETF have fed into and promoted the Rent Consultation. The Executive committee will also provide tenant feedback and respond to the consultation. Attendance at quarterly meetings with the Repair Call Centre to assess service delivery and discuss emerging issues. Round table sessions held at City chambers to discuss tenant participation and service delivery priorities with elected members. In November 2023, ETF executive committee and tenant members attended a Dampness & Mould consultation event at the City Chambers to review existing processes, review improvement milestones and offer feedback on existing documentation used to gather detail and support tenants affected by issues, particularly those vulnerable or with underlying health issues. The event was well received and will contribute to continuing improvements.
Jointly promote the N'bourhood Networks		This work stream has not progressed in 23/24 due to limited staffing resources.
Support new and re-registering RTOs.		Significant work is underway to support groups registering and meeting again e.g. the Calders Sheltered Housing Group, the Craigmillar/Oxcars Regeneration Group and Hailesland Park Neighbourhood Council.

		<p>Initial work to create a number of new groups, e.g. Nisbet/ Lochend Group and Traveller groups, is underway.</p> <p>Additional support and help from TIS has helped to enable support but service delivery has been impacted by shortage of staff. Recruitment has not been possible until longer term funding is agreed.</p>
Joint SLA review on (first year progress)		Progress meetings held and regular quarterly progress reports on work plan provided.
ETF work plan agreed by 30 September 2023		The ETF work programme remains flexible and adapting to changing priorities and limited staff resources.
ETF six monthly financial reports to CEC		Final accounts for 22/23 and April to September 23 reports provided.
Joint mid-point review of Table B actions.		<p>Ongoing work is underway to continue to strengthen ETF governance with the support of TIS.</p> <p>Some successes have been achieved, such as new executive committee members and recruitment in early 2023, however further work to ensure stability for the long term.</p> <p>ETF accumulated substantial unrestricted reserves because of staff changes and savings carried over from the covid- 19 pandemic. In order to achieve VFM it was agreed with ETF that the final 6 monthly instalment of funding for 2023/24 would not be paid to reduce reserves.</p>
Other Actions (Not in SLA)		<p>ETF continue to advocate for tenants through a number of forums such as the Poverty Commission, Mental health groups and making representations to the Scottish Govt (e.g. calling for match funding for the Hardship Fund).</p> <p>Regular ongoing dialogue between Convenor, ETF colleagues and Tenant & Resident Services colleagues to discuss local issues and specific casework shared with ETF through numerous communication channels.</p> <p>ETF members continue to offer individual support and advice to tenants, sign posting to other support services and engaging with the Council on their behalf.</p>

Part D

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Agreement is delivered on 1 April 2023.

AGREEMENT

Between

THE CITY OF EDINBURGH COUNCIL, a local authority constituted in terms of the Local Government etc. (Scotland) Act 1994 and having a place of business at Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG (the "Customer");

EDINBURGH TENANTS FEDERATION, a Scottish Charitable Incorporated Organisation (SCIO), reference number SC048236, regulated by the Scottish Charity Regulator (OSCR) and having its principal offices at Norton Park, 57 Albion Road, Edinburgh. EH7 5QY (the "Supplier"),

each a "Party" and together the "Parties".

BACKGROUND:

- A. The Customer wishes to appoint the Supplier to provide the Services set out in Tables A, B and C above.
- B. The Supplier has agreed to provide the Services to the Customer on the terms set out in this Agreement.

The terms of this Agreement are:

1 Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, capitalised words and expressions shall have the meaning set out in Schedule Part 1.
- 1.2 Unless the context requires a different interpretation or this Agreement expressly provides otherwise, the following rules will be used to interpret this Agreement:
 - 1.2.1 except where this Agreement expressly provides otherwise, any reference to a statute or to a provision of a statute includes references to that statute or that provision as amended, extended, applied, consolidated or re-enacted from time to time, whether before, on or after the Commencement Date, and will be interpreted as including reference to any subordinate legislation made under that statute or that provision from time to time;
 - 1.2.2 words used in the singular will be interpreted to include the plural and vice versa;
 - 1.2.3 words which refer to one gender will be interpreted to include other genders;
 - 1.2.4 a reference to a Party to this Agreement includes that Party's permitted successors, transferees and assignees;
 - 1.2.5 a reference to a "person" is to any legal person, including any individual, partnership, company or other body corporate;
 - 1.2.6 the word "including" means "including but not limited to" and "include" and "includes" will be interpreted accordingly;

- 1.2.7 except if and to the extent that this Agreement expressly provides otherwise, any reference to recording or communicating any matter in "writing" will be interpreted as excluding email, and "written" will be interpreted accordingly; and
- 1.2.8 the word "disclose" includes permitting a person to access information in any manner or imparting that information orally or by demonstration and any other tense or part of that verb will be interpreted accordingly.
- 1.3 References to Clauses, Parts and paragraphs are to the relevant Clauses, Parts and paragraphs of this Agreement respectively, unless otherwise specified.
- 1.4 The recitals (or background provisions) and Clause headings in this Agreement do not create legal rights or obligations, nor affect the meaning of this Agreement.

2 The Services

- 2.1 Subject to the due and proper performance by the Customer of its obligations under this Agreement, the Supplier will provide the Services, as may be varied in accordance with Clause 5, to the Customer:
 - 2.1.1 in an efficient and effective manner; and
 - 2.1.2 in all material aspects in accordance with:
 - 2.1.2.1 the Service Levels;
 - 2.1.2.2 Good Industry Practice; and
 - 2.1.2.3 all legal requirements applying to the provision of the Services.
- 2.2 The Supplier shall be liable to pay to the Customer, on demand, all reasonable costs, charges or losses sustained or incurred by the Customer that arise directly from the Supplier's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the Customer confirming such costs, charges and losses to the Supplier in writing.

3 Customer's Obligations

- 3.1 The Customer shall comply with any requirements imposed on the Customer as set out in Tables A, B & C attached to this Agreement.
- 3.2 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its authorised agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay, nor shall the Supplier be liable for the consequence of any breach of its obligations which are disrupted and/or delayed as a result of any act or omission of the Customer, its agents, subcontractors, consultants or employees.

- 3.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier that arise directly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing and such costs, charges and losses being reasonable in the circumstance and evidenced with appropriate voucher.

4 Fees

- 4.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Supplier the fees as set out in Schedule Part 3.
- 4.2 Without prejudice to any of its other rights or remedies under this Agreement or otherwise at law, in the event that the Customer fails to make any payment to the Supplier when due under this Agreement, the Supplier will be entitled to charge interest on any unpaid amount in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998* and may where necessary suspend the performance of the Services until payment has been made in full.
- 4.3 For the avoidance of doubt, all amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding other than required by law.
- 4.4 Unless otherwise stated, all amounts referred to in this Agreement are considered to be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.

5 Change Control

- 5.1 The Parties agree that if either wishes to change the nature, scope or delivery of the Services, in order to effect such change, the following procedure shall be applied:
- 5.1.1 The Supplier will provide the Customer with an evaluation report on the proposed change (whether it is proposed by the Customer or by the Supplier) which will cover feasibility, impact on the Services, the Supplier's existing fees and any of the terms of this Agreement. The Supplier and the Customer will then discuss in good faith, the proposed change to reach an agreement on the proposed change. When the Customer and the Supplier have agreed to the scope and impact of the proposed change, they shall document that change in writing which will be signed on behalf of both Parties in accordance with Clause 15. The Customer will not unreasonably withhold or delay its consent to any change requested by the Supplier.
- 5.1.2 As soon as a document embodying a change has been signed on behalf of both Parties, this Agreement will immediately be deemed to have been varied in accordance with the terms of that document.
- 5.2 Notwithstanding the terms of clause 5.1, neither Party shall be obliged to consider more than one change request instigated by the other Party in any continuous period of 12 months.

5.3 The Supplier may charge for all reasonable costs and expenses incurred by the Supplier in preparing the evaluation report, where such change is proposed by the Customer.

6 TUPE

6.1 The Parties agree that the provision of Schedule Part 4 shall apply to any Relevant Transfer of staff under this Agreement.

7 Data protection

7.1 The Parties acknowledge that they are Data Controllers in Common for the purposes of the Data Protection Laws and shall share Personal Data for the performance by each party of its obligations under this Agreement. Each party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws and the terms of Schedule Part 5.

8 Freedom of Information (Scotland) Act 2002 (FOISA) and Environmental Information (Scotland) Regulations 2004 (EIR)

8.1 The Supplier:

8.1.1 acknowledges that the Customer is subject to the requirements of FOISA and EIR and the Customer may disclose any information where required by FOISA and EIR; and

8.1.2 shall assist and co-operate with the Customer to enable the Customer to comply with the Customer's FOISA obligations and EIR obligations.

8.2 The Supplier agrees that the Customer shall be responsible for determining, at the Customer's absolute discretion, whether any commercially sensitive information and any other information:

8.2.1 is exempt from disclosure in accordance with the provisions of FOISA and/or EIR; or

8.2.2 is to be disclosed in response to a request which is subject to FOISA and/or EIR.

8.3 If the Customer determines, in its sole discretion, that it will disclose any of the Supplier's commercially sensitive information, the Customer shall use reasonable efforts to consult with the Supplier and consider any reasonable representations made by the Supplier in relation to such information before any response to a request which is subject to FOISA and/or EIR is made.

9 Intellectual property

9.1 Subject to any agreement in writing by the Parties to the contrary, nothing in this Agreement shall transfer any Intellectual Property of one Party to the other.

10 Termination

- 10.1 This Agreement shall continue for the Term, unless terminated earlier in accordance with the provisions of this Clause 10.
- 10.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 10.2.1 there is an Insolvency Event; or
 - 10.2.2 the Customer commits a Termination Payment Default.
- 10.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 10.3.1 the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within the Requested Period, after being notified in writing to do so;
 - 10.3.2 a Force Majeure Event prevents, hinders or delays the performance of a Party's obligations for a continuous period of more than the Agreed Period; or
 - 10.3.3 as permitted in accordance with Clause 1 of Schedule Part 2.
- 10.4 For the purposes of Clause 10.3.1, a material breach of any term of this Agreement will be deemed capable of remedy where the material breach is capable of being performed in all respects other than time of performance, except that a material breach that would otherwise be deemed to be remediable shall be deemed to be incapable of remedy where it is a Persistent Breach.

11 Consequences of termination

- 11.1 On termination or expiry of this Agreement:
- 11.1.1 the Supplier will cease to provide the Services and, within a reasonable time, return any of the Customer's material, including Personal Data, used by the Supplier to provide the Services to the Customer; and
 - 11.1.2 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices under this Agreement and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt. This Clause 11.1.2 is without prejudice to any right to claim for interest in accordance with Clause 4.2.
- 11.2 Any termination of this Agreement pursuant to Clause 10 shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which

is expressly or by implication intended to come into or continue in force on or after such termination. Without affecting the foregoing generality, Clauses 3.3, 7, 8, 11 and 13 will survive termination of this Agreement for any reason whatsoever.

12 Force majeure

- 12.1 Subject to the remaining provisions of this Clause 12, neither Party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
- 12.2 In the event that either Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such Party shall:
- 12.2.1 give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - 12.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - 12.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 12.3 A Party cannot claim relief if the Force Majeure Event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 12.4 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.
- 12.5 The affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected Party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the Parties.

13 Dispute Resolution

- 13.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then the Parties shall follow the procedure set out in this Clause:
- 13.1.1 Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute.
 - 13.1.2 If the Supplier's Authorised Representative and the Customer's Authorised Representative are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Parties will attempt to settle it by mediation in accordance with the CEDR Model

Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party to the Dispute, requesting mediation. A copy of the ADR notice should be sent to CEDR.

- 13.1.3 Where a Party receives an ADR notice, it shall respond within 10 Business Days whether it accepts or rejects such notice. In the event that the Party fails to respond within the required time period or rejects such notice then the mediation shall not be initiated and either Party shall be entitled to commence or continue proceedings in accordance with Clause 23 which shall apply at all times.

14 Waiver and remedies

- 14.1 The failure to exercise, or any delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.
- 14.2 A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. Furthermore, a waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a Party from subsequently requiring compliance with the waived obligation.
- 14.3 No waiver in connection with this Agreement shall, in any event, be effective unless it is in writing, refers expressly to this Clause, is duly signed by or on behalf of the Party granting it and is communicated to the other Party in accordance with Clause 20.
- 14.4 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15 Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of the Parties.

16 Severability

- 16.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 16 shall not affect the validity and enforceability of the rest of this Agreement.
- 16.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17 Assignment

Neither Party shall assign, transfer, subcontract, or deal in any other manner with any of its rights and obligations under this Agreement without a written consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

18 Anti-Bribery

Each Party shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010.

19 Partnership or Agency

19.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute one Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

19.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

20 Notices

20.1 Where any notice is to be given under this Agreement, it must be in writing, signed by a duly authorised signatory of the Party giving it.

20.2 All notices which are required to be given under this Agreement will be sent to the address of the recipient specified in this Agreement or such other address as the recipient may designate by notice from time to time and marked for the attention of the Party's Authorised Representative. Any such notice may be delivered by hand or by first class pre-paid letter or email and will be deemed to have been served, if by hand, when delivered, if by first class post, 48 hours after posting, and if by email, if the email is sent before the close of a Business Day which is 1700 hour.

20.3 Where in any case, the provisions of this Clause would result in a notice being treated as having been received on a day which is not a Business Day, or after 1700 hours on a day which is a Business Day, it will be treated as having been received at 0900 hours on the next Business Day afterwards.

20.4 The provisions of this Clause do not apply to the service of any process in any legal action or proceedings.

21 Counterparts

21.1 This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts.

21.2 Where executed in counterparts:

21.2.1 this Agreement shall not take effect until all of the counterparts have been delivered; and

21.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the Parties agree a date ("**the agreed date**") on which the counterparts are to be treated as delivered. The agreed date will be inserted on page 1 of this Agreement.

22 Entire Agreement

This Agreement and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23 Governing law

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

24 Jurisdiction

Each Party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement is executed as follows:

Signed for and on behalf of the CITY OF EDINBURGH COUNCIL

Proper Officer (Print Name)	
Proper Officer Signature	
Signed at (Address)	
Date:	
Witness Name (Print)	
Witness Signature	

Witness Address	
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Signed for and on behalf of EDINBURGH TENANTS FEDERATION

Authorised Signatory (Print Name)	
Authorised Signatory (Signature)	
Signed at (Address)	
Date:	
Witness Name (Print)	
Witness Signature	
Witness Address	

THESE ARE THE SCHEDULES REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN THE CITY OF EDINBURGH COUNCIL AND EDINBURGH TENANTS FEDERATION

SCHEDULE PART 1 DEFINITIONS

1 Definition

1.1 In this Agreement the expressions which follow are given these meanings unless the context in which they are used requires a different meaning:

1.1.1 **" ADR notice"** has the meaning ascribed to it in Clause 13;

1.1.2 **"Agreed Period"** has the meaning ascribed to it in Schedule Part 2;

1.1.3 **"Agreement"** means the "Supporting Tenant Participation 2020-23" document comprising Tables A, B, C & D (Table D being the service level agreement together with a Schedule in 4 Parts);

- 1.1.4 **"Asserted Re-Transferring Employee"** means any individual whose contract of employment is transferred from the Supplier or any subcontractor by virtue of the Employment Regulations or any person who asserts that his contract of employment has so transferred (or, in either case, would have transferred but for its termination) on cessation of the provision of the Services or part thereof;
- 1.1.5 **"Asserted Transferring Employee"** means any individual whose contract of employment is transferred from the Customer to the Supplier or any subcontractor by virtue of the Employment Regulations or any person who asserts that his contract of employment has so transferred (or, in either case, would have transferred but for its termination) on commencement of the Services;
- 1.1.6 **"Asserted Transfer Date"** means the date or dates on which the contracts of employment of the Asserted Transferring Employees are asserted to transfer to the Supplier or any subcontractor upon commencement of the provision of Services or part thereof by the Supplier;
- 1.1.7 **"Authorised Representatives"** means the Customer's Authorised Representative and the Supplier's Authorised Representative;
- 1.1.8 **"Good Industry Practice"** means the standard of skill, care, knowledge and foresight which would reasonably and ordinarily be expected for an experienced person engaged in providing services which are the same as, or similar to, the Services;
- 1.1.9 **"Business Day"** means any day which is not a Saturday, a Sunday or a bank or public holiday throughout Scotland;
- 1.1.10 **"CEDR"** means the Centre for Effective Dispute Resolution;
- 1.1.11 **"Commencement Date"** means the date of this Agreement, as specified at the beginning of this Agreement;
- 1.1.12 **"Supplier's Authorised Representative"** has the meaning ascribed to it in Schedule Part 3;
- 1.1.13 **"Data Protection Laws"** means the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and any other applicable Laws relating to the processing of personal data and privacy;
- 1.1.14 **"Dispute"** has the meaning ascribed to it in Clause 13;
- 1.1.15 **"Dispute Notice"** has the meaning ascribed to it in Clause 13;
- 1.1.16 **"EIR"** means the Environmental Information (Scotland) Regulations 2004;
- 1.1.17 **"Employee Liability Information"** means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of the Employment Regulations:
- (a) the identity and age of the employee; and

- (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); and
 - (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years; and
 - (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two years or where the transferor has reasonable grounds to believe that such action may be brought against the Supplier arising out of the employee's employment with the transferor; and
 - (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of the Employment Regulations;
- 1.1.18 **"Employment Liabilities"** means all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, protective awards, claims in respect of pension rights, compensation for less favourable treatment of part-time workers, and any claims (whether in delict, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
- 1.1.19 **"Employment Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any regulations which replace or amend these;
- 1.1.20 **"Force Majeure Event" means:**
- 1.1.20.1 fire, flood, earthquake, unusually severe weather or elements of nature or acts of God;
 - 1.1.20.2 war, embargo, riot, civil disorder, rebellion, revolution; or
 - 1.1.20.3 other causes beyond a Party's control which, for the avoidance of doubt, shall not include any industrial dispute involving the Party affected
- 1.1.21 **"FOISA"** means the Freedom of Information (Scotland) Act 2002
- 1.1.22 **"GDPR"** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

- 1.1.23 **"Intellectual Property"** means any of these rights, namely (a) patents, trademarks, rights and designs, get up, trade, business or domain names, copyrights, including rights in computer software and databases (including database rights and topography rights, in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them); (b) rights in inventions, know-how, trade secrets and other confidential information; and (c) any other intellectual property rights which may exist at any time in any part of the world;
- 1.1.24 **"Insolvency Event" means** in respect of the Customer, that such entity has ceased to trade or any steps have been taken to have an administrative receiver, administrator, receiver or manager appointed over the whole or any material part of its assets or undertaking or the Party has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation) or compounded with its creditors generally or has been otherwise unable to meet its debts as they fall due;
- 1.1.25 **"Persistent Breach"** has the meaning ascribed to it in Schedule Part 2;
- 1.1.26 **"Personal Data", "Process", "Data Controller" and "Data Processor"** have the meaning given to such terms in the Data Protection Laws;
- 1.1.27 **"Relevant Transfer" means a relevant transfer for the purposes of the Employment Regulations;**
- 1.1.28 **"Replacement Supplier"** means any third party supplier appointed to perform the Services (in whole or in part) by the Customer from time to time;
- 1.1.29 **"Requested Period"** has the meaning ascribed to it in Schedule Part 3;
- 1.1.30 **"Re-Transfer Date"** means the date or dates on which the contracts of employment of the Re-Transferring Employees will transfer to the pursuant to the Employment Regulations upon expiry or termination (including partial) of this Agreement or the earlier cessation of the provision of the Services or part thereof;
- 1.1.31 **"Re-Transferring Employees"** means those Supplier's Staff who are wholly or mainly assigned to the provision of (all or part of) the Services immediately prior to the relevant Re-Transfer Date;
- 1.1.32 **"RPI Index"** means the General Index of Retail Prices (all items) published by the Office for National Statistics (or by any Government Department or successor body upon which duties in connection with such index shall have devolved);
- 1.1.33 **"Service Levels"** means the Service Levels specified in Tables A, B & C;
- 1.1.34 **"Services"** means the services as set out in Tables A, B & C;

- 1.1.35 **“Staffing Information”** means information in relation to all persons detailed on the Supplier’s Provider's Provisional Staff List, in an anonymised format, such information as the Customer may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services;
- 1.1.36 **“Supplier’s Authorised Representative”** has the meaning ascribed to it in Schedule Part 3;
- 1.1.37 **“Supplier’s Staff”** means those persons employed or engaged by the Supplier (or any subcontractor if applicable) from time to time in the provision of the Services;
- 1.1.38 **“Supplier’s Provisional Staff List”** means the list prepared and updated by the Supplier of all the Supplier’s and the subcontractor’s personnel (if applicable) employed or engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list;
- 1.1.39 **“Supplier’s Final Staff List”** means the list of all the Supplier's and subcontractor’s (if applicable) personnel employed or engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Re-Transfer Date;
- 1.1.40 **“Term”** has the meaning ascribed in paragraph 1 of Schedule Part2;
- 1.1.41 **“Termination Payment Default”** has the meaning ascribed to it in paragraph 2.4 of Schedule Part 3 and
- 1.1.42 **“VAT”** means value added tax in terms of the Value Added Tax Act 1994.

SCHEDULE PART 2 SUPPLEMENTAL TERMS

1 Term

- 1.1 This Agreement shall continue from 1 April 2023 to 31 March 2024 when it shall terminate automatically without notice.

2 Limitation of liability

- 2.1 Notwithstanding any other provision of this Agreement neither Party limits nor excludes its liability for:
- 2.1.1 fraud or fraudulent misrepresentation;
- 2.1.2 death or personal injury caused by its negligence;

- 2.1.3 breach of any obligation as to title implied by statute;
- 2.1.4 any other act or omission, liability for which may not be limited under any applicable law.
- 2.2 Subject to clause 2.1, the Supplier shall not be liable to the Customer, whether in contract, delict (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
 - 2.2.1 Loss of profit;
 - 2.2.2 Loss of sales or business;
 - 2.2.3 Loss of agreement or contracts;
 - 2.2.4 Loss of anticipated savings;
 - 2.2.5 Loss or damage to goodwill; or
 - 2.2.6 Any indirect or consequential loss.

Supplier's and Customer's liability cap

- 2.3 The Supplier's maximum aggregate liability in relation to all claims, losses or damages, whether arising from delict (including negligence), breach of contract or otherwise under or in connection with this Agreement, shall be limited to £241,083.
- 2.4 The Customer's maximum aggregate liability in relation to all claims, losses or damages, whether arising from delict (including negligence), breach of contract or otherwise under or in connection with this Agreement (other than a failure to pay any of the fees that are properly due and payable and for which the Customer shall remain fully liable), shall be limited to £241,083.
- 2.5 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.
- 2.6 Agreed Period means 4 weeks.
- 2.7 Customer's Authorised Representative means George Norval (Acting Tenant and Resident Services Manager) whose contact details for the purposes of Clause 20 are george.norval@edinburgh.gov.uk
- 2.8 Persistent Breach means a material breach of the terms of this Agreement by a Party and such breach is the two or more material breach of any term on this Agreement in any continuous period of three months.

2.9 Requested Period means four weeks.

2.10 Supplier's Authorised Representative means Elizabeth Stone (ETF Convenor) whose contact details for the purposes of Clause 20 are Norton Park, 57 Albion Road, Edinburgh. EH7 5QY.

SCHEDULE PART 3 PAYMENT AND INVOICING

1 Fees

Fixed price by instalments

- 1.1 The total contract price payable is £241,083 for the fixed term period.
- 1.2 The Customer shall pay the total contract price to the Supplier in six monthly instalments as set out below:

April 2023	£120,541.50
October 2023	£120,541.50

2 Invoicing

- 2.1 The Supplier shall invoice the Customer for payment of fees on the 1 April 2023 and the 1 October 2023. All invoices shall be directed to the Customer's Authorised Representative.
- 2.2 The Customer shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 2.3 Where the Customer disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 13. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 28 days after resolution of the dispute between the Parties.
- 2.4 In the event that at any time undisputed fees of £120,541.50 have been overdue for payment for a period of 28 days or more, the Customer will have committed a Termination Payment Default.

SCHEDULE PART 4 TUPE

[Note: this Part assumes that no TUPE provisions apply on entry or exit. This is supported with indemnities by the Customer which reflects the position that no employees will transfer to the Supplier on commencement of the Services (from the Customer or any other employer) and also indemnities by the Supplier which reflect the position that no employees will transfer to the Customer on cessation. Both parties should be comfortable with these provisions before signing. If for any reason they believe that TUPE will apply these provisions should be amended.]

1 Provisions on Entry

- 1.1 The Parties do not anticipate that there shall be a transfer pursuant to the Employment Regulations upon the commencement of the provision of the Services or any part of the Services by the Supplier.
- 1.2 Notwithstanding clause 1.1, the Customer will on demand by the Supplier, indemnify the Supplier and as a separate obligation undertakes to pay to the Supplier the amount of, all losses, fines, penalties, awards, liabilities, costs, damages and expenses (including reasonable legal expenses on an indemnity basis) which the Supplier may incur (directly or indirectly):
 - 1.2.1 in connection with the employment or termination of employment of any Asserted Transferring Employee at any time up to the Asserted Transfer Date;
 - 1.2.2 as a result of the Customer's failure to comply with Regulation 13 or Regulation 14 of the Employment Regulations in respect of any Asserted Transferring Employee.
- 1.3 Notwithstanding paragraph 1.1, the Supplier shall be liable for and indemnify and keep indemnified the Customer against Employment Liabilities arising from or in connection with any claim by or on behalf of any Asserted Transferring Employee in respect of their actual or claimed employment or engagement, and/or the termination of such employment or engagement, on or after the Asserted Transfer Date, and in respect of:
 - 1.3.1 any proposed changes to terms and conditions of employment the Supplier may consider taking on or after the Asserted Transfer Date;
 - 1.3.2 any such person informing the Customer that they object to being employed by the Supplier; and
 - 1.3.3 any change in identity of the Asserted Transferring Employees' employer by virtue of the Employment Regulations or as a result of any proposed measures the Supplier may consider taking on or after the Asserted Transfer Date.

2 Provisions on Cessation [Note: These provisions operate on the basis that no staff shall be assigned to particular services, if staff need to be assigned this paragraph, together with the corresponding indemnities will require to be revised]

- 2.1 The Supplier agrees to arrange Supplier's Staff, and, if applicable, procure that any subcontractor arranges the Supplier's Staff in relation to the provision of the Services in such a way that no individual at any time (i) forms part of an organised grouping of employees which has as its principal purpose the provision of all or part of the Services or (ii) is wholly or mainly assigned to the provision of all or part of the Services and consequently

that no contract of employment of any individual will transfer from the Supplier or any subcontractor to the Customer by virtue of the Employment Regulations on the cessation or partial cessation of the provision of the Services or otherwise.

- 2.2 Notwithstanding clause 2.1, the Customer may at any time by notice require the Supplier to disclose such information as the Customer may require to the Customer or at the direction of the Customer to any prospective Replacement Supplier relating to the manner in which the Services are organised including the Supplier's Provisional Staff List.
- 2.3 The Supplier must disclose by notice all such information as is required by the Customer under clause 2.2 within such reasonable period specified by the Customer. The Supplier acknowledges that the Data Protection Laws do not prevent the disclosure of anonymised data that is not Personal Data.
- 2.4 The Supplier warrants for the benefit of the Customer and any Replacement Supplier that all information provided pursuant to clause 2.2 shall be true and accurate in all material respects at the time of providing the information. The Customer may at any time require the Supplier to confirm whether the information provided under this clause remains true and accurate in all material respects or ask it to provide updated information.
- 2.5 The Customer shall be permitted to use and disclose all of the information provided by the Supplier under clause 2.2 for the purpose of retendering the Services and/or inviting bids from any prospective Replacement Supplier.
- 2.6 Without prejudice to clause 2.1, in the event that there will be a transfer pursuant to the Employment Regulations on the cessation or partial cessation of the provision of the Services or otherwise, at least 28 days prior to the Re-Transfer Date, the Supplier shall and shall procure that any subcontractor shall prepare and provide to the Customer and/or, at the direction of the Customer, to the Replacement Supplier, the Supplier's Final Staff List, which shall be complete and accurate in all material respects. The Supplier's Final Staff List shall identify which of the Supplier's and subcontractor's personnel named are Asserted Re-Transferring Employees.
- 2.7 The Customer shall be permitted to use and disclose the Supplier's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Supplier for any services that are substantially the same type of services as (or any part of) the Services.
- 2.8 The Supplier warrants to the Customer and the Replacement Supplier that the Supplier's Final Staff List and the Staffing Information will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Supplier's Final Staff List.
- 2.9 If any person not referred to in the Supplier's Final Staff List claims or alleges that their employment or engagement has transferred to the Customer or any Replacement Supplier by virtue of the Employment Regulations on the cessation or partial cessation of the provision of the Services or otherwise, or would have so transferred had he or she not resigned, then the Customer or Replacement Supplier shall be entitled to terminate such actual or alleged employment or engagement and, provided that such termination takes effect within 2 months of such allegation, the Supplier shall indemnify the Customer and/or the Replacement Supplier (as appropriate) in respect of all Employment Liabilities relating to such person's employment, engagement and/or its termination.

- 2.10 All liabilities in relation to accrued holiday entitlement and holiday pay entitlement shall be apportioned on a time basis so that such part of the relevant liabilities attributable to the period ending on the Re-Transfer Date shall be borne by the Supplier and such part of the liabilities as is attributable to the period commencing at the Re-Transfer shall be borne by the Customer or the Replacement Supplier (as appropriate).
- 2.11 Without prejudice to paragraph 2.1, the Supplier will on demand by the Customer, indemnify the Customer against and as a separate obligation undertakes to pay to the Customer the amount of, all losses, fines, penalties, awards, liabilities, costs, damages and expenses (including reasonable legal expenses on an indemnity basis) which the Customer may incur (directly or indirectly):
- 2.11.1 in connection with the employment or termination of employment of any Asserted Re-Transferring Employee at any time up to the Re-Transfer Date;
 - 2.11.2 in connection with the employment or termination of employment of any Asserted Re-Transferring Employee from and including the Re-Transfer Date provided the Customer terminates the employment of any Asserted Transferring Employee (in so far as it has not already terminated) within 30 Business Days of becoming aware of such transfer or alleged transfer; and
 - 2.11.3 as a result of any failure to comply with Regulation 13 or Regulation 14 of the Employment Regulations in respect of any Asserted Re-Transferring Employee or any award of compensation under regulation 15 of the Employment Regulations, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Re-Transfer Date.

SCHEDULE PART 5: DATA PROTECTION

1. DEFINITIONS

1.1 The definitions in this Paragraph apply in this schedule.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Data Receiver under the Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data Breach;

Data Protection Impact Assessment: an assessment by a Data Controller of the impact of the envisaged processing on the protection of Personal Data;

Parties: the parties to the Agreement, and “Party” shall be construed appropriately;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 2 (Processing, Personal Data and Data Subjects);

Data Receiver Representatives: means all directors, officers, employees, agents, consultants and contractors of the Data Receiver [and/or of any relevant sub-contractor engaged in the performance of its obligations under the Contract];

Sub-processor: any third Party appointed to process Personal Data on behalf of the Data Receiver related to the Contract.

2. DATA PROTECTION

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, both Parties are Data Controllers in common, unless otherwise specified.

2.2 The Supplier (Data Receiver) shall notify the Council (Data Discloser) immediately if it considers that any of the Data Discloser's instructions, or acts or omissions in relation to the Agreement, infringe the Data Protection Legislation, or if any changes to the Data Protection Legislation may adversely affect the Data Receiver's performance of any relevant services.

2.3 The Data Receiver shall provide all reasonable assistance to the Data Discloser in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Data Discloser, include:

- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
- (b) an assessment of the necessity and proportionality of any Processing operations in relation to the delivery of any relevant services;

- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Data Receiver shall, in relation to any Personal Data processed in connection with any relevant obligations under the Agreement:

- (a) process that Personal Data only in accordance with this Schedule, unless the Data Receiver is required to do otherwise by any applicable laws. If it is so required, the Data Receiver shall promptly notify the Data Discloser before processing the Personal Data unless prohibited by any applicable laws;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Data Discloser may reasonably reject (but failure to reject shall not amount to approval by the Data Discloser of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- (c) ensure that:
 - i. the Data Receiver Representatives do not process Personal Data except in accordance with **Error! Reference source not found.2**;
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Data Receiver Representatives who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Data Receiver's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Data Receiver or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Discloser; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- (d) not transfer Personal Data outside of the UK unless the prior written consent of the Data Discloser has been obtained and the following conditions are fulfilled:
 - i. the Data Discloser or the Data Receiver has provided appropriate safeguards in relation to the transfer as determined by the Data Discloser;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Data Receiver complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Discloser in meeting its obligations); and
 - iv. the Data Receiver complies with any reasonable instructions notified to it in advance by the Data Discloser with respect to the processing of the Personal Data;
- (e) at the written direction of the Data Discloser, delete or return Personal Data (and any copies of it) to the Data Discloser on termination of the Contract unless the Data Receiver is required by any Applicable Laws to retain the Personal Data.

2.5 Subject to clause 2.6, the Data Receiver shall notify the Data Discloser immediately if the Data Receiver:

- (a) receives a Data Rights Request (or purported Data Rights Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by any applicable laws; or
- (f) becomes aware of a Data Loss Event.

2.6 The Data Receiver's obligation to notify under Paragraph 2.5 shall include the provision of further information to the Data Discloser in phases, as details become available.

2.7 Taking into account the nature of the processing, the Data Receiver shall provide the Data Discloser with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Data Discloser) including by promptly providing:

- (a) the Data Discloser with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Data Discloser to enable the Data Discloser to comply with a Data Rights Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Data Discloser, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Data Discloser following any Data Loss Event;
 - (e) assistance as requested by the Data Discloser with respect to any request from the Information Commissioner's Office, or any consultation by the Data Discloser with the Information Commissioner's Office.
- 2.8 The Data Receiver shall maintain complete and accurate records and information regarding any processing of Personal Data it carries out for the Data Discloser, including but not limited to, the access, control and security of the Personal Data, approved Sub-processors and affiliates, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the Protective Measures referred to in Paragraph 2.4(b). The Data Receiver shall provide such records and information to the Data Discloser on request.
- 2.9 The Data Receiver shall allow for audits of its Data Processing activity by the Data Discloser or the Data Discloser's designated auditor.
- 2.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Data Receiver must:
- (a) notify the Data Discloser in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Data Discloser;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this **Error! Reference source not found.** 2 such that they apply to the Sub-processor, and such written agreement shall terminate automatically on termination of the Contract for any reason; and
 - (d) provide the Data Discloser with such information regarding the Sub-processor as the Data Discloser may reasonably require.
- 2.12 The Data Receiver shall remain fully liable for all acts or omissions of any Sub-processor, and shall indemnify the Data Discloser in respect of any loss, damages or claims incurred by the Data Discloser as a result of any breach of the Data Protection Legislation or this **Error! Reference source not found.** 2 by, the Data Receiver and / or any Sub-processor, except and to the extent that such liabilities have resulted directly from the Data Discloser's instructions.

- 2.13 On the Data Discloser's written request, the Data Receiver will audit a Sub-processor's compliance with its obligations under the written agreement referred to at Paragraph 2.11(c) and provide the Data Discloser with the audit results.
- 2.14 The Council may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Discloser may on not less than 30 Working Days' notice to the Data Receiver amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Appendix 1 referred to in Schedule Part 5

- i. The contact details of the Data Discloser's Data Protection Officer are:

Kevin Wilbraham,
 Information Governance Unit,
 City of Edinburgh Council,
 Waverley Court – Level 2/1,
 4 East Market Street,
 Edinburgh
 EH8 8BG
 Email: Information.compliance@edinburgh.gov.uk | Tel: 0131 200 2340

- ii. The Data Receiver will provide the Data Controller with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Legislation.
- iii. The Data Receiver will comply with any further written instructions provided by the Data Discloser from time to time with respect to processing Personal Data under this Agreement.

Description	Details
Identity of the Controller/s	The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party is a Data Controller.

Description	Details
Subject matter of the Shared Personal Data	The processing is needed in order to ensure that the Data Receiver can effectively deliver the Contract to provide a service to City of Edinburgh Council tenants
Duration of the sharing of Personal Data	Duration of the contract: 1 April 2023 to 31 March 2024
Nature and purposes of the sharing of Personal Data	City of Edinburgh Council tenant information, Council staff information, community or tenant organisation information to support the delivery of the tenant participation strategy and support Council tenants.
Type of Personal Data being shared	Name, address, date of birth, tenancy information, telephone number, email and images
Categories of Data Subject	Staff, City of Edinburgh Council tenants, Community groups or Tenant Organisation information.