

DATED _____ 2011

WINCHESTER CITY COUNCIL (1)

AND

TEST VALLEY BOROUGH COUNCIL (2)

AND

HAVANT BOROUGH COUNCIL (3)

AND

EAST HAMPSHIRE DISTRICT COUNCIL (4)

PARTNERING AGREEMENT

as to arrangements to implement a sub-regional choice based letting scheme

ADD TVBC



PARTNERING AGREEMENT made this day of 2011

BETWEEN

- (1) **WINCHESTER CITY COUNCIL** of City Offices, Colebrook Street, Winchester, Hampshire, SO23 9LJ ("WCC");
- (2) **TEST VALLEY BOROUGH COUNCIL** of **Beech Hurst Offices, Weyhill Road, Andover SP10 3AJ**
- (2) **HAVANT BOROUGH COUNCIL** of Civic Centre Road, Havant, Hampshire, PO9 2AX ("HBC");
- (3) **EAST HAMPSHIRE DISTRICT COUNCIL OF** Penns Place, Petersfield, GU31 4EX ("EHDC").

WHEREAS:

- (1) Being mindful of their duties and responsibilities to secure best value within the meaning of Section 3(1) of the Local Government Act 1999 the Parties have identified a need in their respective administrative areas for a strategic project to manage the Hampshire Home Choice Scheme which has been established to let all social housing
- (2) The Hampshire Home Choice Board has been established by the Parties. In addition to the CLG Funding which initially funded the project the Parties have also agreed to resource the Project in accordance with Appendix 4;
- (3) An outline of the objectives and requirements of the Project is set out at Part 1 of Schedule 1;
- (4) The Parties have agreed to enter into this Partnering Agreement (this "Agreement") to confirm the scope and operation, and their respective contributions towards the delivery of the Project and their intention to progress the Project in accordance with this Agreement;
- (5) The Parties enter into this Agreement pursuant to their respective powers conferred by Section 111 Local Government Act 1972, the Local Authorities (Goods and Services Act) 1970 and Section 2 of the Local Government Act 2000, the Housing Act 1996, the Homelessness Act 2002 and all other enabling powers now vested in them

THE PARTIES CONFIRM AS FOLLOWS:

1. Definitions and Interpretation

1.1. For the purpose of this Agreement the following definitions apply:

"Allocation Scheme" means the criteria against which applicants are assessed when bidding for social housing via the Hampshire Home Choice scheme;

"Approved Action" means an action or activity undertaken after the date of this Agreement by a Party in connection with and for the purposes of the Project in accordance with the Project Objectives which is approved for the purpose of this Agreement by the unanimous decision of the Project Board and/or each of the Parties (as the case may be) or otherwise authorised by the terms of this Agreement.

"Approved Contract" means a contract entered into after the date of this Agreement by a Party in connection with and for the purposes of the Project in accordance with the Project Objectives which is approved for the purpose of this Agreement by the majority decision of the Project Board and/or each of the Parties (as the case may be).

"Business Day" means any day excluding Saturdays, Sundays and public and statutory holidays in England;

"Commencement Date" means the date of this Agreement;

"Contractor" means the contractor engaged by the Parties with the majority approval of the Hampshire Home Choice Board to provide the Hampshire Home Choice Scheme in accordance with this Agreement;

"Excepted Item" means an action, activity, responsibility, contract or any other matter whatsoever to be undertaken or entered into by a Party in respect of which it is agreed between the Parties that the costs and/or expenses shall not be subject to any contribution from any of the other Parties as identified for this purpose in the Project Plan for the time being applicable

"Funds" means the funding set out in Part 2 of Appendix 4

"Lead Authority" means the Party as shall be appointed by the Hampshire Home Choice board from time to time as the Lead Authority for the purposes of this Agreement;

"CLG" means the Department for Communities and Local Government or any successor department;

“CLG Funding” means the financial assistance towards the Project provided to the Lead Authority on behalf of the Parties by the Department for Communities and Local Government;

“Hampshire Home Choice Board” means the representative board established by the Parties and whose role at the Commencement Date is set out in Part 1 of Appendix 5;

“Parties” means all of the parties to this Agreement and “Party” means any one of them;

“Party Representative” means the individual(s) appointed by each Party to represent it on the Project Board;

“Partnering Principles” means the matters set out in Part 2 of Schedule 1;

“Hampshire Home Choice ” means the project to procure and manage a web-based system for use with a sub-regional choice based letting scheme to be implemented and developed in accordance with this Agreement including without limitation the Project Plan, the Respective Inputs and the Project Objectives;

“Project Manager” means such person for the time being appointed in accordance with this Agreement and whose role at the Commencement Date is set out in Part 2 of Appendix 5;

“Project Objectives” means the objectives and aims set out in Part 1 of Schedule 1;

“Project Plan” means the plan as amended from time to time in accordance with this Agreement which identifies the relevant activities (including a programme for identifying the time for performance and/or completion which cross-refers to the respective obligations of each of the Parties in relation thereto), key stages and the processes required for delivery of the Project and to achieve the Project Objectives including any Respective Inputs from any of the Parties. The initial Project Plan is identified in Appendix 1 and shall be updated as amendments are made in accordance with this Agreement;

“Project Targets” means any specified targets for delivery of the Project set out in the Project Plan from time to time;

“Respective Inputs” means the support, assistance, funding, actions or other input required to be given from time to time by any of the Parties to implement and/or deliver the Project as are identified in the Project Plan and as may be otherwise agreed by the Parties pursuant to this Agreement and (without limitation) in accordance with the Project Objectives. The Respective Inputs already identified and approved at the Commencement Date are those set out in Appendix 4;

The "Respective Share" means the percentage share applying to a Party as set out in Appendix 2 for the time being and if another person or body shall become a Party for the purpose of this Agreement it is the intention that the respective shares of each Party at the time shall be reduced pro rata the share agreed to apply to that person or body on its becoming a Party

"Services" means the development and implementation of the System and the on going maintenance and management services to be provided to the Parties by the Contractor;

"System" means the web based system for a regional and sub-regional choice based letting scheme to meet the requirements of the CLG Funding.

1.2. In this Agreement:

1.2.1. any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute or statutes.

1.2.2. references to any clause sub-clause schedule or paragraph without further designation shall be construed as a reference to the clause sub-clause schedule or paragraph to this Agreement so numbered.

1.2.3. the clause paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

1.2.4. Any reference to an Appendix is to be construed as the most up to date Appendix bearing that prefix which has for the time being been agreed by the Project Board and/or each of the Parties (as the case may be) as demonstrated by having been initialled by or on behalf of that Party by an authorised signatory for that Party of each Party and dated. It is the intention of each of the Parties that as the Project is developed each of the Appendices may be amended (to reflect agreed changes, additions, deletions and other modifications to any one or more of the Parties' responsibilities thereunder) but so that no such amendment shall have effect until such changes are agreed in accordance with this Agreement and the Appendix altered, dated and initialled.

2. **Project Objectives and Purpose of this Agreement**

2.1. Each Party:

2.1.1. confirms and agrees the Project Objectives;

- 2.1.2. confirms and agrees to collaborate and work together with the intention of successfully delivering the Project to achieve the Project Objectives for the benefit of them all and (without limitation to the generality thereof) to comply with the Partnering Principles in connection with the Project;
- 2.1.3. enters into this Agreement in order to further develop the methodology for regulating and managing its relationship with the other Parties in respect of the Project; and
- 2.1.4. undertakes to the other Parties to provide its Respective Inputs.

3. **Governance: Reporting and Decision Making Structures**

- 3.1. The Parties confirm their intention to comply with the requirements concerning reporting and monitoring of progress in relation to the Project set out in Appendix 3 as may be limited, supplemented or otherwise amended from time to time by unanimous decision of the Hampshire Home Choice Board from time to time.
- 3.2. The Parties confirm their commitment to and reliance upon the Hampshire Home Choice Board to be responsible for initiating, monitoring and managing the process of developing the Project and the Project Plan and co-ordinating the respective contributions from each Party to that process.
- 3.3. The Hampshire Home Choice Board shall:
 - 3.3.1. have the functions and responsibilities identified in Appendix 5 as may be amended (whether by expansion or limitation) from time to time in accordance with this Agreement;
 - 3.3.2. (acting in good faith) take such action as is authorised by Appendix 5 or the Project Plan.
- 3.4. Each Party shall ensure that its Party Representative complies with the Partnering Principles in respect of the Project and with the aim of achieving the Project Objectives.

4. **Lead Authority**

- 4.1. The Lead Authority shall coordinate the Project on behalf of the other Parties in accordance with the roles and responsibilities of the Lead Authority set out in Appendix 5 on behalf of the other Parties.
- 4.2. The Parties acknowledge that the actions taken by the Lead Authority in respect of progressing the development of the Project (including applications for Funds and appointment of consultants) prior to the Commencement Date have been undertaken with the intention of promoting the Project on behalf of them all.

5. **Inputs and Responsibilities**

5.1. Each Party agrees that it will use its reasonable endeavours to provide its Respective Inputs (as may be added to or otherwise amended from time to time by unanimous agreement of each of the Parties) and to comply with the terms of this Agreement and without prejudice to the generality of the foregoing will make such financial or equivalent provision as may be provided under the terms of this Agreement.

5.2. Each Party:

5.2.1. will co-operate with and give reasonable assistance to each other and the Hampshire Home Choice Board to ensure that the Project Plan is developed in accordance with the Partnering Principles and that the Respective Inputs are properly co-ordinated and delivered efficiently and economically with the intention of successfully achieving the Project Objectives;

5.2.2. shall deliver such information to the HHC Manager and/or the Hampshire Home Choice Board as is reasonably required from time to time in order to enable them to fulfil their roles and responsibilities under this Agreement;

5.2.3. shall keep records of actions taken, time spent, performance and such other information relevant to its Respective Inputs and shall make such records available to the HHC Manager in sufficient time to enable the HHC Manager to provide regular reports to the HHC Board on progress of the HHC Scheme (including spend against budget) and in any event as soon as reasonably practicable following a request from the HHC Manager to do so;

5.2.4. shall provide to the HHC Manager or any auditor appointed by the Parties such information as may be required in respect of any audit or inspection carried out in respect of the Project.

5.3. The HHC Manager shall have the right at all times to require any Party to deliver up information and documentation relevant to the Respective Input of that Party for the purpose of monitoring the progress of the HHC scheme against the Scheme Plan and the delivery of the Scheme Objectives.

5.4. Each Party hereby acknowledges that the other Parties to this Agreement are subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and shall give the appropriate assistance as is necessary to enable other Parties to meet such requirements.

6. **Duration**

6.1. This Agreement shall come into effect on the Commencement Date and shall continue in full force and effect subject to the withdrawal of any Party in accordance with Clause 7.1 or 7.2 or unless terminated before such date in accordance with Clause 7.3.

7. **Withdrawal/Termination**

7.1. Any Party may on the expiry of not less than eighteen (18) months' written notice to each of the other Parties withdraw from this Agreement if:

7.1.1. that Party's funding for this Agreement is reduced or is not satisfactorily secured for the purpose of continuing this Agreement; or

7.1.2. that Party's corporate plan changes and its involvement in this Agreement is no longer compatible with such revised corporate plan to a material extent; or

7.1.3. that Party's governing body determines that its continued participation in this Agreement is not desirable.

7.2. In the event that:

7.2.1. a Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 Business Days, (or such other reasonable time as the other Parties may agree in writing) after being requested by all the other Parties to do so. (For the purposes of this Clause 7.2.1, a breach is a material breach if all of the Parties other than the Party committing the breach acting reasonably agree that it is a material breach or it is determined to be such in accordance with Clause 11); or

7.2.2. a Party is subject to a reorganisation and/or its constitution alters to a material extent; or

7.2.3. a Party ceases to exist or steps are taken to wind it up,

then the other Parties may by majority agreement require that Party to withdraw from this Agreement (such requirement being set out in a written notice sent by the Project Manager or the Lead Authority to that Party following such unanimous agreement being relayed by the other Parties to the Project Manager or Lead Authority as the case may be) whereupon that Party shall be deemed to have withdrawn from the Project.

7.3. If any Party gives notice of withdrawal or expulsion under Clause 7.1 or 7.2, then this Agreement shall continue in full force as between the Parties excluding the Party withdrawing or being expelled. Every Party except the Party withdrawing or being expelled will immediately consult with each other and use their reasonable endeavours to agree the most appropriate alternative arrangements for implementing any changes which may be appropriate as a result of the withdrawal or expulsion of that Party to enable the project to continue on a fair and equitable basis as between the remaining Parties. For the avoidance of doubt, a Party withdrawing from this Agreement shall not be prevented from negotiating and entering into a separate agreement with the Contractor.

- 7.4. The Party withdrawing from the Project pursuant to Clause 7.1 and or 7.2 (other than Clause 7.2.2) shall, (subject as otherwise provided in Clause 7.5 from the effective date of its withdrawal) be released from its obligation to make contributions or financial provision to the Project arising after the date of its withdrawal. Should any of the Parties withdraw from the arrangements under this Agreement pursuant to the provisions within Clause 7.2.2 then such Party shall not be released from the obligation to make contributions or financial provision or to carry out its Respective Inputs (as identified prior to such withdrawal) which obligations shall continue in full force and effect as if such withdrawal had not taken place.
- 7.5. A Party withdrawing from the arrangements under this Agreement shall not be released by Clause 7.4 from any such obligation which arises out of the performance of this Agreement prior to the effective date of such notice of withdrawal and such Party shall remain liable to contribute in accordance with the other provisions of this Agreement as if the withdrawal did not take place (including without limitation the obligation to contribute towards any financial liability arising before or after the date of such withdrawal in respect of any Approved Contracts entered into or Approved Actions taken prior to effective date of such notice of withdrawal).

8. **Liabilities**

- 8.1. Each of the Parties will:
- (i) contribute towards any costs expenses or losses incurred in connection with or pursuant to any Approved Contract or Approved Action (to the extent not recoverable from the Funds) in the proportions agreed between the Parties (or in the absence of agreement in the Respective Shares) unless such Approved Contract and/or Approved Action is an Excepted Item.
 - (ii) in respect of any Approved Contract or Approved Action, indemnify each other to the extent necessary so that each Party shall be liable to contribute to any costs losses and liabilities incurred in respect of such Approved Contract or Approved Action in the proportion agreed beforehand between the Parties (or in the absence of any agreement in proportion to its Respective Share) PROVIDED THAT such indemnity shall not extend to costs, expenses, or claims incurred by reason or in consequence of any fraudulent or wilful act or omission of any other Party.
- 8.2. Each of the Parties will contribute towards any costs expenses losses or damages incurred by the Lead Authority (to the extent not recoverable from the Funds) in connection with the performance of its role provided it acts in good faith (such costs including those identified as or calculated in accordance with Approved Contract entered into by the Lead Authority on behalf of the other Parties or Approved Action taken by the Lead Authority together with any liabilities which the Lead Authority may incur in respect of the performance of its role) in proportion to the Respective Shares. For the avoidance of doubt, Project Board approval is required for any expenditure not budgeted for within the Funds.

- 8.3. If any of the Parties fail to pay the amount due pursuant to their Relevant Inputs or this Clause 8 by the due date the same shall become a debt from such Party or Parties and may bear interest till payment at the rate of one per centum per annum in excess of the base lending rate of the Bank of England during the period in respect of which the payment of the said amount is in arrears.
- 8.4. The due date for any payment or contribution under this Agreement shall be as follows:
- 8.4.1. in respect of a contribution pursuant to Clause 8.1, within 28 days of a proper invoice from the relevant Party provided the cost, expenditure or loss to which the contribution is required has actually been incurred (and, where relevant, paid) and the Parties have agreed or it has otherwise been determined that they would not be recoverable from the Funds;
- 8.4.2. in respect of a contribution pursuant to Clause 8.2 within 28 days of a proper invoice from the Lead Authority relating to the costs and expenses of the Lead Authority in providing the administrative support for the preceding month or greater period;
- 8.4.3. in respect of any other contribution required pursuant to this Agreement within 28 days of a proper invoice issued by the relevant Party following agreement of the level of contribution required by each of the other Parties (or as otherwise determined) in accordance with this Agreement.
- 8.5. Each Party acknowledges and agrees that the Lead Authority shall not (subject to clause 8.6) be liable to it (and it shall be deemed to have waived any right or entitlement against the Lead Authority in respect of any costs losses expenses or damages which it suffers or incurs including but not limited to any contribution required to be made pursuant to Clause 8) as a result of any action taken by the Lead Authority in good faith in exercising its role in accordance with this Agreement. Each Party for the purpose of perfecting the intention of this clause 8.5 and not further hereby covenants to indemnify the Lead Authority against any such costs losses expenses or damages which it would but for the provisions of this Clause 8.5 have been able to recover from the Lead Authority.
- 8.6. Nothing set out in this Agreement shall exclude any liability which a Party would otherwise have to any other Party in respect of any fraudulent misrepresentation or in respect of any death or personal injury caused by that Authority's negligence.

9. **Warranties**

- 9.1. Each Party warrants to each of the others that:
- 9.1.1 it has full power and authority to enter into this Agreement and has and will continue to have full power and authority to perform its obligations under this Agreement, and that its entry into and performance of this Agreement does not and will not infringe the rights of any third party or cause it to be in breach of any obligations to any third party; and

9.1.2 all information, data and materials provided by it to the other Parties will be, to the best of its knowledge, accurate and complete in all material respects, and it is entitled to provide the same to the other Parties without the approval or consent to any third party.

10. **Additional parties**

- 10.1. The Project Board will be responsible for assessing the need or desirability for additional parties.
- 10.2. Each Party Representative will seek the written approval of the Party which has appointed him/her should the Project Board unanimously recommend that any third party should become a Party to this Agreement.
- 10.3. A third party will only become a Party to this Agreement if the agreement of each Party with the recommendation of the Project Board pursuant to Clause 10.2 is evidenced by written confirmation from each Party to the Project Board and provided that the third party executes all documents required by the Project Board to secure the relevant obligations and responsibilities of such person or body in similar terms to the other Parties by virtue of this Agreement.
- 10.4. In the event that a Party identifies the need for an additional party, or a Party is approached by anyone interested in becoming a Party, that Party will refer the matter to the Project Board for assessment and consideration.

11. **Disputes**

- 11.1. In the event of any dispute or difference arising between the Parties as to the construction or application of this Agreement or as to any issue arising thereunder the Parties shall take all reasonable steps as shall lie within their power to conciliate and resolve such dispute or difference whether by negotiation, mediation or other appropriate form of dispute resolution procedure and the Parties shall only have recourse to legal proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or difference in question by alternative methods of dispute resolution.

12. **Communications**

- 12.1. Any communication required to be in writing under the terms of this Agreement shall be sent to each Party at the addresses and marked for the attention of the relevant person identified below:

WINCHESTER CITY COUNCIL

Name: A. Palmer

E-mail: apalmer@winchester.gov.uk

Phone: 01962 848152

Test Valley Borough Council

Name: B Cowcher

E-mail: bcowcher@testvalley.gov.uk

Phone: 01264 368601

HAVANT BOROUGH COUNCIL

Name: D Thompson

E-mail: dominic.thompson@havant.gov.uk

Phone: 02392 474 174

EAST HAMPSHIRE DISTRICT COUNCIL

Name: T Howard

E-mail: tracey.howard@easthants.gov.uk

Phone: 01730 243 347

13. **Third Parties Rights**

- 13.1. To the extent that any provision of this Agreement is capable of being legally enforced the Parties to this Agreement confirm and agree that they do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

14. **No Partnership or Agency**

14.1. No Delegation

No provision of this Agreement shall be construed as a delegation by any of the Parties of any of their respective functions or authority to the Project Board or to any other Party.

14.2. No Agency

14.3. No Party shall:

14.2.1 be or be deemed to be an agent of any other Party;

14.2.2 have any right, authority or power to act on behalf of any other Party nor to bind any other Party by contract or otherwise nor to undertake any liability or obligation on behalf of or to pledge the credit of any other Party;

14.2.3 hold itself out as having authority or power to bind any other Party in any way by virtue of this Agreement,

except to the extent expressly permitted in respect of a Respective Input (pursuant to Appendix 4).

14.4. No Partnership

Each Party is independent from the others and nothing contained in this Agreement shall be construed as implying that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee.

15. **Statutory Powers**

15.1. Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligation of each of the Parties in the exercise of their respective functions as may be amended supplemented or increased from time to time and the rights powers duties and obligations of each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

16. **Provision to Survive**

All provisions of this Agreement which are expressly or by implication intended to survive and apply following expiry or termination of this Agreement including clauses 7 and 8 shall survive and shall continue in full force and effect notwithstanding such expiry or termination.

17. **Governing law**

17.1. This Agreement is made and shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the jurisdiction of the English Courts.

17.2. If any conflict shall arise between the provisions of this Agreement and the law relating to local government in England the latter shall prevail.

SCHEDULE 1

PART 1 : Hampshire Home Choice OBJECTIVES

Section 1: Prime Objectives

The Prime Objectives are as follows:

1. the provision of an integrated system which promotes and enables persons applying for housing to a local housing authority and/or registered provider to be supplied with details of available housing maintained within sub-region so that they are able to make more informed and personal choices as to the location, tenure and type of housing which they wish to pursue;
2. enable each party to enter into a service contract with the Contractor.

Section 2: Procurement Objectives

The procurement objectives are as follows:

To implement and deliver the Hampshire Home Choice within the administrative areas of the Parties and to:

1. develop and implement a strategy for the procurement, award and management of a contract for the provision of the Services, including but not limited to approving applicable specifications, terms to be included in tender documentation, approving evaluation criteria and giving final approval.
2. carry out such procurement in timescales which fully reflect and take account of all relevant government policy and targets and any other legislative and practical imperatives.
3. carry out such procurement in a way which maximises value for money and efficiency and generates credible competitive bids capable of delivering the Project Objectives.
4. seek to adopt arrangements, structures and procedures in respect of the procurement process and procurement decisions which:
 - minimise the cost of the Services to each Party;
 - shares risk and reward between the Parties in an equitable and fair way;
 - are transparent, auditable and based on recognised accountability;
 - are efficient and capable of being understood and recognised by contractors and third parties;
 - recognise and respect limits on availability of resources and the legal, managerial, financial and political constraints affecting each Party.
5. seek a solution through the procurement process which best delivers the Prime Objectives and so far as is practicable is in the best interests of each of the Parties.
6. ensure that at all times each Party has appropriate information and advice to make fully informed decisions.

Section 3: Scheme Objectives

1. To provide for the parties to work in partnership to deliver a common choice based lettings scheme known as Hampshire Home Choice.
2. To ensure that housing applicants seeking social housing are offered an allocations scheme that is simple, fair and easy to understand and access regardless of the applicant's location.
3. To provide a simple and easy system of registration for applicants including the use of electronic media and on-line registration
4. To allow applicants to make an informed choice over the type and location of social housing that they wish to apply for and reduce the number of rejected offers of social housing (thereby increasing the efficiency of the lettings process).
5. To assist applicants in making informed decisions about their housing situation and provide a mechanism for applicants to access other housing options, including HomeBuy and private rented accommodation.
6. To increase the prevention of homelessness and to reduce the use of temporary accommodation through the provision of improved information and access to wider housing options
7. To ensure that vulnerable groups have equality of access to social housing when compared to the wider pool of customers .
8. To provide improved access to supported and/or adapted accommodation in the social housing sector for those households that require such accommodation.
9. To allow more mobility between the partners by increasing the opportunities for housing applicants to move from one district to another while ensuring a balance between the transfer in and out of any administrative area.
10. To assist applicants in accessing accommodation in other parts of the country through links with other letting schemes.
11. To develop new partnerships with housing and support providers across the statutory, voluntary and private sectors.
12. To improve community cohesion by helping households to live in the area of their choice as households are less likely to move elsewhere by helping to create a settled community with a lower turnover of lettings.

PART 2: PARTNERING PRINCIPLES

Each Party:

1) Co-operation

will act in a collaborative, cooperative and constructive manner and have regard to the principles set out in this Agreement to achieve the Hampshire Home Choice Objectives including promoting joint working, shared services and commitment and co-operation between the Parties at all levels, and will use reasonable endeavours to perform its respective obligations set out in or identified pursuant to this Agreement (including its Respective Inputs).

2) Good Faith

shall at all times act in good faith towards each of the other Parties in respect of the development of Hampshire Home Choice and the delivery of the Respective Inputs with the intention of maximising the benefit and minimising any prejudice to each other in respect of the Project. This obligation shall not however require any Party to incur any expenditure or forego any benefit or entitlement on behalf of another.

3) Effectiveness

will co-ordinate, manage, develop, initiate and complete its Respective Inputs with the intention of delivering Hampshire Home Choice in the most efficient and effective way and to otherwise contribute to ensure the administration of Hampshire Home Choice operates efficiently and effectively.

4) Responses

will endeavour to respond, meet to discuss and where necessary reach agreement on any matter requiring response in a timely fashion and as soon as reasonably practicable so as not to unduly delay Hampshire Home Choice.

5) Recognition

recognise the legal, managerial, financial and political constraints affecting each Party and shall have full regard to such constraints in the development of Hampshire Home Choice and the delivery of the Hampshire Home Choice Objectives.

6) Equality, Fairness and Absence of Prejudice

will at all times act fairly and equitably as between themselves in respect of Hampshire Home Choice with the intention that neither should unduly benefit or be disadvantaged compared with the other and that the most appropriate approach applicable in the relevant circumstances should be adopted whenever possible. If in the course of the Hampshire Home Choice unfairness to any Party is

disclosed or anticipated the other Parties shall use all reasonable endeavours to agree upon such actions as may be necessary and equitable to remove the cause or causes of the same.

7) Communication

will promote at all times good, open and effective communication between the Parties (whether verbally, by e-mail, letter or by meetings).

8) Reputation

will not do or omit to do anything that might detract from the reputation and good name of any other Party.

IN WITNESS whereof the Parties have signed this deed the day and year set out above

The Common Seal of)
WINCHESTER CITY COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

The Common Seal of)
TEST VALLEY BOROUGH COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

The Common Seal of)
HAVANT BOROUGH COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

The Common Seal of)
EAST HAMPSHIRE DISTRICT COUNCIL)
was hereunto affixed to this Deed in the)
presence of:)

APPENDIX 1

PROJECT PLAN

:

	Start	Finish
Hampshire Home Choice launch	22/04/2009	
HHC annual review 1	01/06/2010	
Test Valley BC join	30/06/2011	
HHC annual review 2	01/06/2011	
HHC annual review 3	01/06/2011	
HHC annual review 4	01/06/2011	

APPENDIX 2

RESPECTIVE SHARES

The Respective Shares are as follows:

	Respective Shares
WINCHESTER CITY COUNCIL	1/4
TEST VALLEY BOROUGH COUNCIL	1/4
HAVANT BOROUGH COUNCIL	1/4
EAST HAMPSHIRE DISTRICT COUNCIL	1/4

APPENDIX 3

PROCEDURES OF THE HAMPSHIRE HOME CHOICE PROJECT BOARD

Method of working

1. The Hampshire Home Choice Board will establish for itself its method of operation, including internal management structures, processes and procedures but will recognise the need to operate with diligence and skill and the need for structured dialogue between the Party Representatives.

Meetings

2. The Hampshire Home Choice Board will meet at least bi-monthly or at such other intervals as may be agreed by the Board from time to time. Meetings of the Board will be held at any one of the Parties' premises or elsewhere as agreed from time to time by the Hampshire Home Choice Board.
3. An agenda for each meeting of the Hampshire Home Choice Board will be circulated by the Chair to each Party Representative at least five Business Days before each meeting.
4. The Party Representatives on the Hampshire Home Choice Board will endeavour to agree any report or recommendations to be made to the Parties in connection with the Hampshire Home Choice and/or the achievement of the Hampshire Home Choice Objectives and/or Hampshire Home Choice Targets. Such recommendations may include any recommendation for the setting up of other advisory or consultative groups to consider, advise and report upon any matter pertinent to Hampshire Home Choice .
5. The Hampshire Home Choice Board shall regularly consider and identify the following issues:
 - progress in connection with the Hampshire Home Choice Targets, Hampshire Home Choice Objectives,
 - any action or decision to be taken by any of the Parties to enable the Hampshire Home Choice to be developed.
 - proposed actions to be taken to rectify any prospective shortfall in meeting the Project Targets or any failure to meet the Project Objectives;
 - delivery of the Respective Inputs; and
 - Regular review of budgets and financing.

Convening of Meetings

6. The meetings of the Hampshire Home Choice Board shall where practicable be convened on the date agreed by those present at the last meeting and identified in the minutes circulated in accordance with paragraph 10 but otherwise shall be convened by the Lead Authority by delivering notice in writing to each Party at least seven clear Business Days before the day of the meeting.
7. A meeting of the Hampshire Home Choice Board may also consist of a conference between the Party Representatives who are not all in one place but each of which is able to speak to each other directly or by telephone and to be heard by each other simultaneously. A Party Representative taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be included in the quorum.

Quorum of Meetings

8. Each meeting of the Hampshire Home Choice Board will need a quorum before any business can be undertaken and before any decision is made. Unless otherwise agreed in writing by each Party, attendance by a member of the Hampshire Home Choice Board from each of the Parties will constitute a quorum.
9. In the event of an in-quorate meeting, the Hampshire Home Choice Board Chair will email each of the Party Representatives or substitute within five Business Days of the date of the meeting with details of the matters that were intended to be discussed. Each Hampshire Home Choice Board representative will respond to the Hampshire Home Choice Board chair by email with its decision(s) within 10 Business Days of the date that the email was sent. If a Party Representative fails to reply within such time, that Party Representative's vote will be discounted for the purposes of such decisions unless the matter requires the unanimous approval of the Hampshire Home Choice Board.

Attendance by others

10. Provided each of the Parties agrees, a person invited by any Party may attend any meeting of the Hampshire Home Choice Board to speak at that meeting or otherwise advise or provide information (as appropriate) in relation to the Project, but such person's attendance and participation shall be limited to that which is agreed by each of the Parties in respect of the meeting to which that person has been invited to attend.
11. The Board may invite representatives of partner registered providers to become non voting members of the board. These invitees will be reviewed annually and may include :-

-Winchester City Council Landlord Services

-Guinness – Hermitage

-Radian

-Testway

-a representative of a smaller provider nominated by the Hampshire Home Choice User group.

Minutes of Meetings

12. An appropriate record of each meeting of the Hampshire Home Choice Board will be produced and circulated by the Chair to each member of the Hampshire Home Choice Board within five Business Days after that meeting and the approval of that record will be an item on the agenda at the next Hampshire Home Choice Board meeting;

Decision Making

13. Except where expressly stated otherwise in this Agreement and subject always to paragraphs 7, 8 and 9 of this Appendix 3, decisions shall be made by a majority of the Party Representatives attending and voting. In the event of deadlock the Chair will have the casting vote. The views of all Parties on all matters shall however be recorded in the notes of the meeting and reported back to each of the Parties for consideration and if appropriate, decision and action (pursuant to each Party's respective lawful powers).
14. Where a decision is required to be taken by unanimous decision of the Hampshire Home Choice Board that shall mean a decision by each Party Representative.

Any decision evidenced in writing signed by each Party Representative shall be deemed to be a unanimous decision of the Hampshire Home Choice Board which shall have full force and effect without there having to have been held a meeting of the Hampshire Home Choice Board.

15. In the event of a dispute between the parties which cannot be resolved by negotiation between the parties the matter will be referred to the four authority Chief Executives group for arbitration.

APPENDIX 4

RESPECTIVE INPUTS

Part 1: JOINT OBLIGATIONS

The Parties agree:

1. to provide such non-monetary resources and assistance (including staff time) to the Project as shall be reasonably determined as being required by the HHC Board by unanimous decision from time to time to ensure the successful implementation and future running of the Project;
2. to fulfil their obligations under this Agreement; and
3. to co-operate and use their reasonable endeavours to ensure that high and effective standards of quality assurance on all aspects of the Project are established, generally understood and consistently maintained and observed.

Part 2: FUNDING AND RESOURCING

1. In the event for whatever reason the CLG Funding is reclaimed by or required to be repaid to CLG, each Party will contribute to any shortfall of funding which is necessary to meet any other obligations or liabilities which have been incurred prior to such reclaim or repayment accordance with its Respective Shares and the Lead Authority shall on behalf of the Project Board be entitled to recover such contributions from the other Parties as a debt.
2. The Parties undertake to consider whether to provide such additional financial support to the Project as the HHC Board unanimously considers necessary from time to time and in accordance with this Agreement. Such additional financial support will be provided by the Parties in their Respective Shares. In the event that a Party or Parties refuse to provide such additional financial support the HHC Board shall either determine that the Party or Parties shall be deemed to have withdrawn from this Agreement or that this Agreement should be terminated.

The Parties will each pay their own costs and expenses incurred in relation to the on-going licensing, maintenance and management of the Services once the System has been implemented.

APPENDIX 5

GOVERNANCE

Part 1: Hampshire Home Choice BOARD

1. Each of the Parties may appoint and from time to time remove and replace a Party Representative to represent it on the Hampshire Home Choice Board. Unless otherwise agreed, a Party Representative will have one vote in respect of matters to be determined by the Project Board. In the event that a Party changes its voting arrangement, it shall inform the Hampshire Home Choice Board as early as practicable. A Party shall immediately lose its voting rights if it withdraws from this Agreement or is expelled under Clauses 7.1 or 7.2 respectively. The Hampshire Home Choice Board will initially consist of the individuals named below:

A Palmer - 01962 848 152 aplamer@winchester.gov.uk

Tracey Howard - 01730 243 378 [Tracey Howardj@easthants.gov.uk](mailto:TraceyHowardj@easthants.gov.uk)

Dominic Thompson 02392 474 174 [Dominic Thompson@havant.gov.uk](mailto:DominicThompson@havant.gov.uk)

Brian Cowcher 01264 368601 bcowcher@testvalley.gov.uk

2. The Parties, acting unanimously, will appoint a chairman of the Hampshire Home Choice Board and may, by a majority decision, remove any chairman they have so appointed. The initial chairman will be:

Tracey Howard - 01730 243 378 [Tracey Howardj@easthants.gov.uk](mailto:TraceyHowardj@easthants.gov.uk)

3. The Parties, acting unanimously may appoint a secretary to provide administrative and secretarial support to the Hampshire Home Choice Board and may, by a majority decision, remove any secretary they have so appointed. The initial secretary will be:

P Byrne – 01962 848435 pbyrne@winchester.gov.uk

4. The Project Board may invite other individuals on such terms as the Project Board may decide from time to time to attend (but not vote at) meetings of the Project Board in order to advise the Project Board.
5. The Hampshire Home Choice Board has overall responsibility for the control of the Project. Each Party will procure that its Party Representative on the Hampshire Home Choice Board will provide all reasonable advice and assistance necessary in order to facilitate the successful working of the Hampshire Home Choice Board.
6. The role of the Hampshire Home Choice Board will include:

- 6.1. determining the terms of a model allocation scheme ("Model Scheme") for housing in accordance with applicable legislation and guidance which it is intended that each Party will have approved to be used by them for the purpose of such legislation. If a Party adopts and/or operates an Allocation Scheme which differs to any material extent from the Model Scheme without the unanimous approval of the Project Board, it shall be treated as a material breach for the purposes of Clause 7.2.1 unless the Project Board agrees (*on a majority vote*) that the differences in the Allocation Scheme for that Party from the Model Scheme do not materially prejudice the operation of the Project in accordance with the Project Objectives;
- 6.2. make the final decision relating to the selection of any IT system and a supplier;
- 6.3. ensure that the collective objectives of the Parties represented by the Project Objectives are realised and implemented as agreed between them from time to time;
- 6.4. provide leadership and encourage adherence to the Partnering Principles set out in this Agreement;
- 6.5. provide an initial forum for the resolution of any disputes between the Parties in connection with this Agreement;
- 6.6. explore how the Partnering Principles set out in this Agreement can be implemented and extended to secure the best value for money in connection with the Project;
- 6.7. consider how, and the mechanism by which, the Parties may work together for the benefit of their collective and individual interests;
- 6.8. appoint as may be appropriate any advisors required to progress the Project;
- 6.9. oversee the implementation of the Project including approving the Party that is to undertake any procurement on behalf of the Parties (or any of them) and the procurement methodology for the Project;
- 6.10. consider the need for, and the benefit of, introducing additional parties to this Agreement and of involving other parties in the Project;
- 6.11. agree any changes to the scope of the Project;
- 6.12. determine any limits on the minimum and maximum number of any Parties; and
- 6.13. develop performance targets and/or acceptance criteria in conjunction with the Parties' specialist advisors.

Part 3: LEAD AUTHORITY ROLE

The Parties accept that there is a requirement for one of them to take a lead role. The role will comprise such matters as may be agreed from time to time by the Project Board.

The Lead Authority will have certain responsibilities in relation to the Project including:

1. acting on behalf of and under the direction and oversight of the Project Board in the management and day to day supervision of the overall Project;
2. provide staff using staff to manage the joint delivery of the Project;
3. with the approval of the Project Board providing such administrative resources and office facilities as should be reasonably necessary to enable the Lead Authority to manage the Project;
4. on behalf of and under the direction and oversight of the Project Board taking responsibility for ensuring the quality assurance and risk management of the Project including monitoring and evaluation of the development of the Project;
5. fulfilling such other roles and functions as reasonably required and notified by the Project Board;
6. alerting the Parties as soon as practicable to any notices or information received that may impact on procurement decisions or on the development and/or delivery of the Project obtained in the Lead Authority role;
7. receiving holding and administering the CLG Funding and the Parties' financial contributions to the Project.