

**HOUSING REPRESENTATIVES FORUM  
AGENDA  
28 MARCH 2017, 10:30 – 13:00**

Please can we also ask that all papers are read in advance of the meeting and that you have any points or comments that you wish to raise ready prior to the meeting.

<b>Courtyard Room, Hammersmith Town Hall</b>			
<b>Agenda Number</b>	<b>Agenda Item</b>	<b>Times</b>	<b>Description</b>
1	<b>Welcome, Introductions, Apologies &amp; Declarations of Interest</b>	<b>10.30</b>	
2	<b>Accuracy of previous meeting minutes</b>	<b>10.35</b>	<i>For agreement: Minutes from pm meeting on 21 Feb 2017</i>
3	<b>Actions from last meeting &amp; matters arising</b>	<b>10.40</b>	<i>For discussion and agreement</i>
4	<b>Repairs Service Review</b>	<b>10.50</b>	<i>Presentation for information and discussion</i>
5	<b>Estate Services Review - page 16</b> <ul style="list-style-type: none"> <li>• Caretaking Review</li> <li>• 8 improvement objectives</li> </ul>	<b>11.20</b>	<i>For discussion</i>
6	<b>TRA Hall and Room Licence – pages 17 - 39</b> <ul style="list-style-type: none"> <li>• Agreement on minor changes to draft licence</li> <li>• Clarification of 5-year review criteria</li> <li>• Draft Fair Usage Agreement for resident groups using halls and rooms</li> </ul>	<b>11.50</b>	<i>For discussion and agreement</i>
7	<b>Draft Recharges Policy – pages 40 - 48</b>	<b>12.10</b>	<i>For discussion and agreement</i>
8	<b>Reaching Out to Residents in 2017</b> <ul style="list-style-type: none"> <li>• Discussion around summer events or conference in 2017</li> </ul>	<b>12.30</b>	<i>For discussion &amp; agreement</i>
9	<b>Agenda Items for next meeting</b> <ul style="list-style-type: none"> <li>• Tuesday 16 May 2017</li> </ul>	<b>12.40</b>	<i>For discussion &amp; agreement</i>
10	<b>AOB</b> <ul style="list-style-type: none"> <li>• Communication with LBHF repairs</li> </ul>	<b>12.50</b>	<i>For feedback</i>
11	<b>Close</b>	<b>13.00</b>	<b>Next Meeting</b> <i>16 May 2017, 7pm, Courtyard Room</i>

**Agenda Item 2 – Please let Daniel Miller know of any amendments to the minutes prior to the meeting**

**Agenda Items 6 - 8 – Please come prepared with any comments on these items for agreement today**

**Agenda Item 9 – Please review the forward plan for 2017 and feel free to propose any additional agenda items**

**Reports for information**

a	<b>Housing Performance Scorecard</b>
b	<b>Resident involvement strategy quarterly update</b>
c	<b>Criteria for DBS checks</b>
d	<b>Protocol for works on or close to council housing land – to be sent on separately</b>
e	<b>Six Month Review of HRF Actions</b>
f	<b>Starters, movers and leavers</b>
g	<b>How to Save Money on Your Water Bills</b>
h	<b>Housing Representatives Forum Forward Plan March – December 2017</b>

## DECLARATION OF INTEREST GUIDANCE DOCUMENT

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- A conflict of interest means any interest that could impair or be perceived as impairing objectiveness and independence.
- A declaration of interest is when an individual highlights a potential conflict of interest that may affect or be relevant to the meeting discussion or activity that is being undertaken.
- Listed below are some of the potential conflict of interest areas that meeting attendees are required to declare at the start of each meeting.

<b>Employment, office trade, profession or vocation</b> – any employment office trade profession or vocation that is relevant to the delivery of services to council housing residents. If a meeting attendee has a number of different capacities that they represent, they should also declare which one they are representing at the meeting (ie, a council housing resident, who works for the council and could either be attending as a resident representative, or as a council officer)	<b>Sponsorship</b> - any payment or provision of financial benefit (other than from Hammersmith & Fulham council) made or provided within the last twelve months in respect of any expenses incurred.
<b>Contracts</b> - any contract which is made between you or the relevant person (or a body) which you or the relevant person has a beneficial interest under which goods or services are to be provided which has not been fully discharged	<b>Land</b> – any beneficial interest that you or the relevant person has in land in the borough of Hammersmith and Fulham.
<b>Licences</b> – any licences you or the relevant person has to occupy an area of land in the borough of Hammersmith and Fulham (this excludes TRA hall and room licences)	<b>Securities</b> – any relevant interests that you or the relevant person has in the securities, or shares, of a body.
<b>Complaints or ombudsman enquiries</b> – any open or ongoing complaint or ombudsman enquiry that relates to items that have been included for discussion on the agenda	<b>Case history</b> – any relevant case history in terms of a specific service area (eg, ASB) that may prejudice your views during the discussion

### Who does this list apply to?

All meeting attendees (officers of the council, residents, and contractors)

### Why is this important?

To protect the integrity and independence of the meeting discussion or activity

### What will be the result of a declaration of interest?

All declarations will be recorded in the meeting minutes and recorded on a conflict of interest register for the group or forum.

A meeting attendee who has made a relevant declaration of interest (dependent on the significance of this declaration) may be asked to:

Be a non-participatory observer for a specific agenda item	Leave the meeting for its duration
Be a non-participatory observer for the entire meeting.	Leave the meeting for a specific agenda item
Not make comments on specific areas of a discussion that relate to the declaration of interest	

It will be the Chair of the meeting's role to decide on the most appropriate course of action following a declaration of interest. The individual who has made the declaration will be asked to confirm that they understand the course of action they need to take and to confirm that they agree to this.

### Right of appeal

Any decision that is taken following a declaration can be appealed at the time by the discloser, or after the meeting to the Resident Involvement Manager.

Department	Housing Department
Responsible person	Daniel Miller
Resident sign off	Chairs Forum 07/12/16 & to be presented to HRF 13/12/16
Approval date	13/12/16
Next review date	December 2017
Version number	1

## AGENDA ITEM 2 - HOUSING REPRESENTATIVES FORUM MINUTES

21 FEBRUARY 2017 (7:00PM-9:00PM)

### PRESENT

#### HR Forum Members

Marilyn Mackie (Chair) (MM)	Vereker Road
Adrian van Zyl (AvZ)	Cheesemans Terrace
Ray Champion (RC)	Ash Lodge
Kim Shearer (KS)	Aspen Gardens
Shirley Cupit (SC)	Queen Caroline
Anthony Wood (AW)	Meadow Bank
Keith Harris (KH)	Milshott Close
Chris Took (CT)	Charecroft
Tom Flynn (TF)	Jepson House
George Robbie (GR)	Vice- Chair of Communications Group
Paul McNulty (PMc)	Linacre
Anna McNulty (AM)	Linacre
Charleen Chapman	Clem Attlee
Sheila Williams	Clem Attlee
Maxine Gordon	Flora Gardens
Ron Pearce	Woodman Mews

### COUNCIL OFFICERS

Nilavra Mukerji (NM) Director of Housing Services; Kath Corbett (KC) Director of Housing Services; Paul Monforte (PM) Head of Operations; Mark Brayford (MB) Head of Development & Regeneration Daniel Miller (DM) – Service Improvement & Resident Involvement Manager; Colette Prior (CP) – Resident Involvement & Governance Officer; John D’Souza (JDS) – Senior Partnering Manager Mitie; Paul Herbert (PHe) Contract Manager, Pinnacle PSG; Colin Thomas (CTh) Housing Contract Manager, Pinnacle PSG.

### COUNCILLORS

Cllr Ben Coleman  
Cllr Lisa Homan

### APOLOGIES

Ros O’Connell  
Maxine Bayliss  
Peter Chutter  
Marie Thomas  
Suzanne Iwai  
Pauline Hutchison  
Evonne Hudson (EH) Interim Head of Housing Client Management, Engagement & Transformation  
Jane Martin (JM) – Head of Neighbourhood Services;  
Sharon Schaaf (SS) – Head of Estate Services  
Laura Mitcham (LM) – Service Improvement Manager, Mitie.

Item	Description
<p><b>1.0</b></p> <p>1.1</p> <p>1.2</p>	<p><b>WELCOME, INTRODUCTIONS, APOLOGIES &amp; DECLARATIONS OF INTEREST</b></p> <p>MM opened the meeting, introductions were made and apologies were given.</p> <p>MM asked for declarations of interest. KS declared that she was both an officer of the council and a tenant representative of Aspen Gardens TRA. KS stated she was attending in her role as Aspen Gardens tenant representative.</p>
<p><b>2.0</b></p> <p>2.1</p>	<p><b>ACCURACY OF PREVIOUS MEETING MINUTES</b></p> <p>RC advised that in 9.3 RC had also thanked Pinnacle and Mitie for their contribution.</p> <p><b>ACTION</b></p>
<p><b>3.0</b></p> <p>3.1</p> <p>3.1.1</p> <p>3.1.2</p> <p>3.1.3</p> <p>3.1.5</p> <p>3.1.6</p>	<p><b>ACTIONS FROM LAST MEETING &amp; MATTERS ARISING</b></p> <p><b>Action 6 – Starters Movers and Leavers.</b></p> <p>A notice had been circulated to all present advising that Peter Bull, Estate Services Quality &amp; Performance Manager will be leaving the London Borough of Hammersmith &amp; Fulham Housing Department on 17 March 2017 after 36 years of service.</p> <p>MM asked for the thanks of HRF for all Peter’s work be passed on to Peter. Both SC and AW suggested that after 36 years of service this merited more than a thank you.</p> <p>DM to send an email to all HRF members advising of Peter’s leaving and asking for any messages to pass on. KS to collate all the messages and put them in a card for Peter.</p> <p><b>ACTION</b></p> <p>MM commented that Jo Rowlands was not in attendance. MB advised that he was at the meeting to represent Jo.</p> <p>MB to feedback to Jo Rowlands that HRF members would like her to attend HRF.</p> <p><b>ACTION</b></p>
<p><b>4.0</b></p> <p>4.1</p> <p>4.2</p> <p>4.4</p>	<p><b>COMMUNICATIONS GROUP UPDATE</b></p> <p>AW gave an overview of the background and the purpose of the Communications Group.</p> <p>AW then went on to talk about the recent project where the Communications Group looked at the communications of the repairs service delivered by LBHF Property Services and Mitie. (Full report and appendices included in HRF papers)</p> <p>AW highlighted the following from the project:</p> <ul style="list-style-type: none"> <li>• Hearing format was used (not public or video recorded).</li> <li>• Questions developed by the Communications Group.</li> </ul>

- Full co-operation from LBHF Property Services and Mitie.
- Positive participation and experience for all involved.
- Resident survey also developed and sent out.
- Set of recommendations based on findings.
- Some recommendations are already being implemented.
- consensus that communications have improved since the contact started but more work to be done to ensure consistency.
- Thanks to PM and his team in property services, JDS and his team in Mitie, the Communications Group and to CP in the Resident Involvement team.

4.5

AW advised this was the first time this type of project had been undertaken by the Communications Group and there were some things that could be improved on. The Communications group would be using this as a model for future projects.

4.6

JDS advised both Mitie and LBHF Property Services were anxious at the thought of being asked more than 40 questions (that they had not previously seen) at the hearing. It turned out to be a positive experience. The hearing highlighted areas with room for improvement which LBHF Property Services and Mitie need to work on.

4.7

NM thanked AW and the Communications Group for all their work on this project. The findings and recommendations were being fed into the Mitie Service Review.

4.8

MM thanked AW for his report.

4.9

AW responded that the Communications Group had wanted to make the process as transparent as possible e.g. including the handwritten responses from residents.

4.10

RC commented although communications had improved there was still a long way to go.

4.11

KH commented there seems to be a problem in communication when a repair cannot be completed on the first visit. The resident is often left to chase up what is happening.

4.12

NM advised the Service Review was considering these types of issues and would feed back to HRF in March. **ACTION**

4.13

TF advised in his role in the RWG he and colleagues had visited the Mitie call centre. The call centre had no record of vulnerable residents e.g. details of disability or vulnerability. They had been told that this was due to data protection issues.

4.14

JDS advised at present the call centre do not have all this information.

4.15

PM stated we are currently looking at the vulnerability sharing issues.

4.16

MG advised her mother's vulnerability issues had not been documented and this had led to problems in having works completed. This lack of information could lead to safe guarding issues for residents, contractors, and staff. MG stated that carrying out tenancy audits would be a good way of capturing this information.

4.17

NM responded a project on customer data management was to be carried out.

4.18	SC congratulated the Communications Group on the work but asked why the hearing had been a closed hearing.
4.19	AW responded this had been the decision of the group but was something that could be looked at moving forward.
4.20	SC suggested handwritten copies of people's comments could in future be typed up so there could be no breaches of data protection. <b>SUGGESTION</b>
4.21	RP asked if Mitie operatives were skilled workers, if Mitie had enough operatives and advised that there were repairs not completed on his estate: lights out on the stairwell.
4.22	JDS responded all Mitie's operatives were skilled and they did have enough staff. JDS advised he would look in to the situation regarding the lights. <b>ACTION</b>
5.0	<b>Housing Revenue Account Business Plan 2017/18</b>
5.1	MM advised that she had received comments from residents stating that public document sent on this topic was clear and easy to follow and MM thanked KC for this.
5.2	KC commenced by explaining the basics of accounting for council homes.
5.3	KC advised the Housing Revenue Account (HRA) was ring-fenced and protected by statute.
5.4	KC explained the income in the HRA included: <ul style="list-style-type: none"> <li>• Rents &amp; services charges from council homes.</li> <li>• Income from commercial properties (shops) on housing land.</li> <li>• Income from garages.</li> </ul>
5.5	KC then explained that the main expenditure from the HRA is the cost of running council homes including repairs and planned maintenance. The costs for running the shops and garages are also included.
5.6	KC advised there is a 40 year business plan for HRA. This looks at projected income and expenditure over the period. A debt cap of £254 million has been set by central government. The cap means we can only have a low level of borrowing in relation to the value of stock portfolio. Local government can borrow money from the Public Works Loan Board at rates that are fixed for up to fifty years.
5.7	KC stated the 1% rent decrease imposed by the Government for four years (2016/17, 2017/18, 2018/19 and 2019/20) had impacted on the business plan with £76 million of planned works having to be postponed last year.
5.8	KC advised HRF that they had managed to bring forward £12million of the postponed works by working on the numbers and looking at other ways of delivering savings e.g. using drones instead of scaffolding.
5.9	KC stated the following were highlighted as risks to the business plan: <ol style="list-style-type: none"> <li>1. Impact of Welfare Reform: Universal Credit, Benefit Cap.</li> <li>2. Impact of Housing &amp; Planning Act: High value void sales not being implemented by</li> </ol>

central government in 2017/18 but likely to happen in the future, but we don't know how much yet.

3. Future rent flows: Will we be able to revert to the agreed rent increases after the four years of 1% decrease?

5.10 KC advised we currently have £20million of reserves to cover any unexpected happenings or risks, for example a challenge on one of our contracts or something happening we weren't insured for. To have a reserve/contingency is normal practice within the Housing sector.

5.11 KC then gave a PowerPoint presentation to HRF:

1. Graph showing the debt and HRA surplus over the 40 year period.
2. The breakdown of the ten year income in the business plan by category with the main income stream being rents.
3. The breakdown of the ten year expenditure by category including exceptional extensive works; major works which are required to remedy specialist issues such as structural works to high rise blocks, fire prevention, and complex mechanical and electrical plant issues.
4. The forty year income in the business plan by category again with the main income stream being rents.
5. The forty year expenditure in the business plan by category.

5.12 KC explained that the bad debt provision (which drives the charge in the expenditure figures) was worked out based on a set formula.

5.13 KC advised Section 106 is money received from developers for the impact on the wider community of their development. The contributions are paid to the council at various points during the development.

5.14 TF asked how the cost of the stock transfer proposal had been funded.

5.15 KC responded it was partially funded by the general fund and partially funded by the HRA.

5.16 SC asked if the business plan was still tenable with the £76 million gap caused by the rent decreases.

5.17 KC replied we have managed to pull back £12 million but there is still £64million gap. We are presently looking through the capital programme to see what savings can be achieved. There will be less environmental improvements moving forward if we can't bridge the gap.

5.18 SC asked how long will residents have to wait for the postponed works?

5.19 NM advised a revised capital programme will be brought to HRF in the autumn. **ACTION.**

5.20 SW enquired if there would be any consultation on the Clem Attlee estate in respect of the Section 106 used for the Edith Summerskille development.

5.21 KC advised the money would be used for the costs of the new build, demolition etc.

5.22 Cllr Coleman explained funds had been identified for to help mitigate the extra cleaning costs

5.23	<p>and wanted to work with the TRA on this.</p> <p>MB advised the demolition plans would be shared with the residents, with consultation as part of the process. Hoping to hold drop in sessions and workshops as well as sending letters to all households.</p>
6.0	<p><b>TRA HALL AND ROOM LICENCE</b></p> <p>6.1 DM thanked residents for their feedback on the hall &amp; room licence and advised that there had been a working group meeting on 13 February 2017.</p> <p>6.2 DM advised the consultation on the licence had started in March/April 2016 and there had been further feedback received that needed to be considered and worked on before the licence could come to HRF in March for agreement. It was agreed to circulate the further changes virtually to the working group and arrange a final working party meeting if required by working party. <b>ACTION</b></p> <p>6.3 PMC stated Linacre only have a small room, why does the licence cover both rooms and halls?</p> <p>6.4 DM responded that for consistency the same licence is used.</p> <p>6.5 SC added that not every part is relevant to every hall/room only what is relevant would apply to an individual hall/room.</p> <p>6.6 RP asked if a licence was needed for activities in halls e.g. film shows</p> <p>6.7 DM responded there could be copyright issues and individual TRAs would need to check licensing arrangements.</p> <p>6.8 CC asked if bouncy castles were allowed in TRA halls as Clem Atlee had one of the largest halls and had previously been advised that if the bouncy castle company had public liability insurance it would be ok.</p> <p>6.9 NM asked PM to clarify the situation with the Health &amp; Safety Team and feedback to HRF. <b>ACTION</b></p>
7.0	<p><b>RESIDENT'S CONFERENCE</b></p> <p>7.1 DM asked HRF whether they were in favour of holding a conference this year. There had been a combined tenant and leaseholder conference last year and in 2015 separate conferences.</p> <p>7.2 The consensus from HRF was that there was currently no wish for a conference this year.</p> <p>7.3 Cllr Homan apologised for being late and advised that if a conference was not held before the local elections in May 2018 there may not be a conference next year.</p> <p>7.4 KS asked Cllr Homan when purdah began for the latest date a conference could be held.</p>



7.5	Cllr Homan responded that it was 6 weeks before the election, February 2018.
7.6	After discussion it was agreed that the subject would be revisited at the next HRF in March.
<b>8.0</b>	<b>AGENDA ITEMS FOR NEXT MEETING</b>
8.1	DM asked HRF to look at the forward plan as there were too many items for the March Agenda.
8.2	It was agreed to move the following: Governance Review –May. Models of Scrutiny – November. DBS checks for staff- written paper only for March. <b>ACTION</b>
<b>9.0</b>	<b>AOB</b>
9.1	RP advised that he felt very unwell and gave his apologies and left the meeting, NM and JDS accompanied him out of the meeting to check on his welfare.
9.2	MM advised the first part of the AOB was being given to celebrate Ray Champion winning Tenant of the Year at the Tpas South Region awards.
9.2.1	CTh explained Pinnacle had nominated RC for the award for his many years of community service. It was a testament to RC's popularity that so many supporting statements had been received.
9.2.2	DM advised RC had now been put forward to the Tpas National Tenant of the Year award.
9.2.3	NM advised the event was brilliant and that the other resident nominations had been very strong and all nominated residents worked very hard on behalf of their communities. Everyone was coming up to Ray at the event to congratulate him. NM thanked Ray for all the work he does.
9.2.4	RC thanked Pinnacle for nominating him. He advised that Tpas work across the country and he had been very pleased to see young people at the awards. A group from another part of London gave RC the voucher they had won. RC commented that they were all wonderful people.
9.2.5	RC advised HRF that a 3 <sup>rd</sup> Victoria Cross stone had been laid at Shepherds Bush Green.
9.2.6	KH who had accompanied RC at the award ceremony advised it had been a great experience and RC had had the whole room in tears.
9.3	MM advised AW had asked to speak on Stock Transfer and had sacrificed 5 minutes from Communications Group Presentation.
9.3.1	AW stated he did not want to detract from RC's award but needed to raise some issues regarding the stock transfer.

9.3.2	AW stated 3 residents present at HRF including himself had been part of the Resident's Commission in 2015. There was excellent communication to the wider resident base using various methods including a dedicated website.
9.3.3	AW advised he had been involved in the recruitment to the Shadow Board.
9.3.4	AW commented in his opinion there was a deterioration in communications when the stock transfer proposal was passed back to the Council. No news was being passed on to the residents. AW advised he had discussed the lack of communications with NM and offered the services of the Communications Group to assist.
9.3.5	AW advised the details of the Shadow Board were only given at the November HRF and commented that in his view there has been a lack of transparency.
9.3.6	AW advised that the Leader of the Council came to Borough Forum in January and explained why stock transfer is not happening and he received a round of applause. AW could not understand why this was the case.
9.3.7	AW advised that he was requesting: Full disclosure of the shadow board including all minutes of meetings. Full details of the scoping group mentioned by the Leader at the Borough Forum including members, what the group are looking at, when the group was formed, the group's remit and how the group will feed into HR. Full explanation as to why stock transfer is not happening. <b>ACTION</b>
9.3.8	AW stated that he was very unhappy and dispirited with the current situation.
9.3.9	Cllr Homan advised that she take some of the responsibility for not advising residents sooner that the proposal was not viable. It had become apparent that stock transfer would be very difficult to deliver and the Shadow Board were asked to look at the options available. Cllr Homan acknowledged there had been a delay in advising residents that stock transfer was not going ahead. She had discussed this with the Leader and a letter would be going out in the next week.
9.3.10	Cllr Coleman advised that we have been right in trying to safeguard your homes but have got it wrong by not communicating quickly enough that stock transfer could not happen.
9.4	TF asked why a tenant rep requesting information regarding lift breakdowns in his block is told that it must be dealt with as a Freedom of Information request.
9.5	NM advised that PM look into the matter and respond to TF. <b>ACTION</b>
9.6	KH advised that Action 13, EH will look into KH's calls not being returned by council officers had not been addressed earlier. KH stated that we are looking at the contractors for their communications but council officers are getting back to people. KH advised he had dates and times of when he had messages.
9.7	NM advised that he take all the details from KH and investigate. <b>ACTION.</b>

**10.0**

**MEETING CLOSE**

**HOUSING REPRESENTATIVES FORUM  
ACTIONS & SUGGESTIONS  
(FROM THE MEETING ON 21 FEBRUARY 2017)**

**PRESENTED AT THE  
HOUSING REPRESENTATIVES FORUM ON 28 MARCH 2017**

<b>Agreed Action</b>	<b>Action Owner</b>	<b>Deadline</b>	<b>Update</b>
<b>Action 1- Accuracy of minutes</b> RC advised that in 9.3 RC had also thanked Pinnacle and Mitie for their contribution. <b>Point 2.1</b>	<b>Dami Segun</b>	<b>28/03/17</b>	Amendments to previous minutes made
<b>Action 2 –Starters, Leavers &amp; Movers</b> DM to send an email to all HRF members advising of Peter’s leaving and asking for any messages to pass on. KS to collate all the messages and put them in a card for Peter. <b>Point 3.1.3</b>	<b>Daniel Miller &amp; Kim Shearer</b>	<b>17/03/17</b>	Email sent and comments collated by KS which were included in a card and presented to Peter on his last day in the office on 17 March 2017
<b>Action 3 – Starters, Leavers &amp; Movers</b> MB to feedback to Jo Rowlands that HRF members would like her to attend HRF <b>Point 3.1.6</b>	<b>Mark Brayford</b>	<b>28/03/17</b>	Invitation request sent
<b>Action 4 – Mitie Service Review</b> NM advised the Service Review was considering these types of issues and would feed back to HRF in March <b>Point 4.12</b>	<b>Nilavra Mukerji</b>	<b>28/03/17</b>	Included on agenda for discussion
<b>Action 5 – Mitie Operatives</b> JDS responded all Mitie’s operatives were skilled and they did have enough staff. JDS advised he would look in to the situation regarding the lights <b>Point 4.22</b>	<b>John D’Souza</b>	<b>28/03/17</b>	Mercy Otubu confirmed that the issue is not Estate lighting but rather communal lighting and this is currently being revised to find the most suitable solution
<b>Action 6 – Housing Revenue Account Business Plan 2017/18</b> NM advised a revised capital programme will be brought to HRF in the autumn <b>Point 5.19</b>	<b>Daniel Miller</b>		Added to forward plan for November 2017

<p><b>Action 7 – TRA Hall and Room Licence</b> DM advised the consultation on the licence had started in March/April 2016 and there had been further feedback received that needed to be considered and worked on before the licence could come to HRF in March for agreement. It was agreed to circulate the further changes virtually to the working group and arrange a final working party meeting if required by working party. <b>Point 6.2</b></p>	<p><b>Daniel Miller</b></p>	<p><b>28/03/17</b></p>	<p>Proposed changes circulated to the focus group and offer of a further meeting made. There wasn't strong demand for a further meeting, so items presented to HRF for agreement at meeting</p>
<p><b>Action 8 – Bouncy Castles in TRA Halls</b> NM asked PM to clarify the situation with the Health &amp; Safety Team and feedback to HRF <b>Point 6.9</b></p>	<p><b>Paul Monforte</b></p>	<p><b>28/03/17</b></p>	<p>H&amp;S Team has confirmed that bouncy castles in TRA halls cannot be permitted due to the risks around generators and height restrictions</p>
<p><b>Action 9 – Agenda Items for Next Forum</b> It was agreed to move the following: Governance Review –May. Models of Scrutiny – November. DBS checks for staff- written paper only for March <b>Point 8.2</b></p>	<p><b>Daniel Miller</b></p>	<p><b>28/03/17</b></p>	<p>Amendments made to forward plan.</p>
<p><b>Action 10 - Treatment of request from TRA rep as Freedom of Information.</b> NM advised that PM look into the matter and respond to TF. <b>Point 9.5</b></p>	<p><b>Paul Monforte</b></p>	<p><b>28/03/17</b></p>	<p>Matter resolved at March 17 Repairs Working Group</p>
<p><b>Action 11- Any Other Business- Stock Transfer</b> AW advised that he was requesting: Full disclosure of the shadow board including all minutes of meetings. Full details of the scoping group mentioned by the Leader at the Borough Forum including members, what the group are looking at, when the group was formed, the group's remit and how the group will feed into HR. Full explanation as to why stock transfer is not happening <b>Point 9.3.7</b></p>	<p><b>Nilavra Mukerji</b></p>	<p><b>28/03/17</b></p>	<p>AW, NM and Cllr Homan have held a meeting to discuss the points that Anthony raised in more detail.</p>

<p><b>Action 13 – Any Other Business-Resident calls not being returned</b>          NM advised that he take all the details from KH and investigate.  <b>Point 9.4</b></p>		<p><b>28/03/17</b></p>	<p>Property Team has now resolved the issue of phones not always connecting and calls not always being returned.</p>
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### SUGGESTIONS

<p>SC suggested handwritten copies of people’s comments could in future be typed up so there could be no breaches of data protection <b>Point 4.20</b></p>
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### ROLLING ACTIONS

Agreed Action	Action Owner	Deadline	Update
<p><b>Action 1 – Protocol For Works On Land Close to Council Housing Land</b></p> <p>Communications protocol required with Housing and different departments and agencies that are undertaking works on or close to council housing land.  <b>From June (morning) HRF meeting 2015.</b>  <i>Above is amended wording following feedback from Jan 16 HRF. Residents asked to see a copy of this protocol and how it would work in practice</i></p> <p><b>Point 3.9 20/09/16</b></p>	<p><b>Cllr Homan/ Nilavra Mukerji</b></p>	<p><b>Ongoing</b></p>	<p>Contractors have been reminded of the need to be sensitive to working in the vicinity of resident’s homes. NM has contacted all relevant Directors to remind them of Housing needs where significant works are due to take place either on or close to council housing estates.</p> <p>Next steps will be discussed with different departments and agencies shortly.</p> <p>NM liaised with other directors and requested that they work with Housing when undertaking works on council land. He reminded everyone that the emergency services and utilities companies don’t need to ask permission to do works on council land. MB/KS asked if a policy could be written up. NM agreed to draft a short agreement. MM mentioned that Cllr Coleman is now lead cabinet member for resident satisfaction. NM stated he would talk to Cllr Homan &amp; Coleman.</p>

			MM stated that this paper should be ready for Borough Forum. MB stated that the paper should be coming back to Housing Reps Forum as that is where it was raised. It is due to be delivered at the March 17 HRF.
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## ESTATE SERVICES REVIEW

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### PRESENTED AT THE HOUSING REPRESENTATIVES FORUM ON 28 MARCH 2017

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The Caretaking Review Group (CRG) was established in November 2015 to look at caretaking standards and work with LBHF and Pinnacle to identify areas for improvement.

Improvement work identified and agreed with the CRG has begun, with initiatives such as 100 Days of Cleaning and staff re-training, both led by Pinnacle, well underway.

The administration at H&F are very keen to ensure residents are engaged and participate in the process and so it was suggested that, as the CRG were being kept up to date regarding progress against the projects identified, that they could represent the residents on this improvement programme.

Pinnacle is planning site visits and training participation for CRG members as part of this. Representatives from the CRG will provide some feedback to HRF, and also discuss next steps. This could include making the role of this group a permanent addition to our service improvement groups on the resident involvement structure, if agreed by HRF members.

**Nilavra Mukerji, Director of Housing Services**

Email: [nilavra.mukerji@lbhf.gov.uk](mailto:nilavra.mukerji@lbhf.gov.uk)

Tel: 020 8753 5610



## AGENDA ITEM 5 - DRAFT TRA HALL AND ROOM LICENCE

PRESENTED FOR CONSULTATION AT THE  
HOUSING REPRESENTATIVES FORUM ON 20 SEPTEMBER 2016 & 13  
DECEMBER 2016. LICENCE CONTENT AGREED ON 13 DECEMBER 2016  
SUBJECT TO FURTHER DISCUSSION OF 5 YEAR REVIEW CRITERIA  
DETAILED IN ACCOMPANYING GUIDANCE NOTE

THIS LICENCE is made the X 2017

BETWEEN:-

- (1) **THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM HOUSING DEPARTMENT** of Town Hall, King Street, Hammersmith, London W6 9JU (“the Licensor”)
- (2) The X TRA of [X address] (“the Licensee”) acting by [(Chair), (Vice Chair), (Secretary) & (Treasurer)] and of Trustees on its behalf

**AND WITNESSES** as follows:-

### Definitions

1. In this Licence unless the context otherwise requires the following expressions shall have the following meanings:-
  - 1.1 “Access Ways” means the roads and paths serving but not comprised in the Premises (including but not limited to the Common Parts) the use of which is necessary to obtain access to and from the Premises
  - 1.2 “Common Parts” means the entrance reception, kitchen, female and male toilets, disabled toilets and corridors leading to and from the other parts of the Premises and shared with the other occupiers of the Premises and for the Purpose of identification showing on the separate plan [Reference to common ways only valid for two TRA halls in borough. This clause will be used for those TRAs that share common parts]
  - 1.3 “Conduits” means all or any pipes wires cables or other conducting media now laid or to be laid during the Licence Period
  - 1.4 “Permitted Use” means a bona fide community hall or room for the purposes of the TRA and purposes reasonably incidental therefore in serving council tenants and leaseholders
  - 1.5 “Permitted Hours” means the hours between 0800am and 1100pm Monday to Sunday inclusive (including bank and other public holidays)
  - 1.6 “Premises” means the X TRA Hall, which forms part and situated at the Licensor’s TRA hall/room address, which for the purpose of identification is shown outlined in red on the plan annexed (“the

Premises”)

1.7 “Licence Period” means the period from the date of signing until determined in accordance with clause 6

1.8 “Headings” the clause and sub clause headings in this Licence do not form part of this Licence and must not be taken into account in its construction or interpretation

## 2. **Licence**

The Licensor grants to the Licensee licence to occupy (subject to clause 7.1 of this Licence) the **Premises**

## 3. **General**

3.1 The Licence to occupy the Premises shall be for the Licence Period subject to earlier determination in accordance with clause 6 of this Licence

3.2 Nothing in this Licence is intended to create the relationship of landlord and tenant between the Licensor and the Licensee and it is agreed that this Licence does not grant exclusive possession on the Licensee nor create a tenancy, a lease or an agreement for a tenancy or a lease

3.3 This Licence is personal to the Licensee and accordingly may not be assigned, charged or its benefit otherwise granted to a third party (save as expressly mentioned in 4.12 below

3.4 A person who is not party to this Licence has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence

3.5 It is agreed and declared that no Licence fee shall be payable by the Licensee to the Licensor in connection with this licence, provided that all registration requirements are up-to-date at all times. Use of a Premises can be withdrawn if registration requirements are not met within an agreed period of time.

## 4. **The Licensee covenants with the Licensor as follows:**

4.1 To use the Premises for the Permitted use only and for no other purpose whatsoever

4.2 Not to use or permit to use the Premises outside the Permitted Hours without the prior written consent of the Licensor such consent not to be unreasonably withheld

4.3 To pay (and indemnify the Licensor against):-

4.3.1 electricity, gas, water supply, rubbish disposal, heating, broadband internet, cable TV, cleaning services and telephone bills

4.3.2 insurance premiums (other than for the Licensor’s insurance);

4.3.3 all costs associated with complying with any statutory regulatory code or bylaw requirement concerning the use and occupation of the Premises by the Licensee;

4.3.4 all other expenses arising from the Licensee’s use and occupation of the Premises whether related to the foregoing items or not;

4.3.5 all costs incurred by the Licensor in carrying out any obligations of the Licensee, including

- operating and maintenance costs.
- 4.4 To keep and maintain at all times during the Licence period public liability insurance policy to a minimum value of £5m and to produce to the Licensor on request evidence of the policy and payment of the premium.
- 4.5 The Licensor will not be held liable for any claims for property within the Premises that is lost as a result of damage or theft. Contents insurance against loss, damage or destruction by fire and such other risks for the full replacement value is advised to be in place at all times.
- 4.6 To maintain at the Licensee's expenses the interior of the Premises during the Licence term in good order, condition and repair and make good any damage to the Premises caused by the improper or careless use by the Licensee or those for whom the Licensee is responsible. To inform the Licensor as soon as becoming aware of any defects or repairs needed to the structure or fabric of the Premises and to allow the Licensor to inspect the Premises when sufficient notice is provided.
- 4.7 To ensure that no intoxicating liquor is sold on the Premises **without the appropriate liquor licence being obtained in accordance with the liquor licensing laws in force**. Liquor may only be consumed on the Premises as part of an infrequent and supervised gathering with the prior express written consent of the Licensor (such consent not to be unreasonably withheld).
- 4.8 Not to cause or permit to be carried out any activity in or upon the Premises which may become a nuisance or annoyance or inconvenience to or which would cause loss, damage, or injury to the Licensor, the owners, tenants, occupiers or users of other parts of the Licensor's Property or of any adjoining or neighbouring properties.
- 4.9 Not to act in a way which will or may result in the insurance of the Premises (or any building of which the Premises forms part) being void or voidable or in the premium for the said insurance being increased
- 4.10 Not to act in a way which will or may constitute a breach of any statutory requirement or council byelaws affecting the Premises (or any building of which the Premises forms part)
- 4.11 To observe such reasonable directions, rules and regulations as the Licensor may make and which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the rights granted by this Licence (and which for the avoidance of doubt may suspend or curtail such rights in the interest of security or the maintenance repair or redecoration of the Premises or the building of which they form part) and comply at all times with the requirements and recommendations of the insurers relating to the Premises.
- 4.12 To vacate the Premises at the end of the Licence Period. The Licensor may wish to inspect the Premises prior to vacation, with sufficient notice being provided. This may result in any remedial work being recharged to the Licensee.
- 4.13 Not (save with the Licensor and those authorised by it) to share occupation or possession of the Premises or any part thereof provided always that nothing in this sub-clause shall prevent the Licensee from hiring the Premises or any part thereof from time to time to other person or groups (for functions, classes and meetings only, ~~excluding political meetings~~ or public auctions) for a maximum of twelve hours (12) per session per day and provided the general provisions hereof are observed and **provided that the Licensee shall make the Premises available for use by other TRAs and residents groups for the agreed charges as set out in the Hall & Room Fair Usage Agreement**. The Housing Department and its contractors shall not be charged for any meetings and events that are held at the Premises in connection with resident engagement or resident consultation. Meetings booked by other Council departments will also be chargeable at the TRA's standard rates, unless they are specifically for the benefit of Council residents (examples could include, but are not limited to health, education and employment opportunities).

- 4.14 Not to make any additions, improvements or alterations to the Premises whatsoever whether structural or non-structural, without prior written permission from the Licensor, such permission not being unreasonably withheld.
- 4.15 Not to obstruct the Licensor by their respective employees, agents contractors or invitees in entering the Premises for inspection purposes at reasonable times after having first given reasonable notice to the Licensee (except in an emergency where no notice need be given)
- 4.16 To indemnify the Licensor from and against all actions, demands losses, damages, costs and expenses, for which the Licensor shall or may become liable in respect of an arising from negligent use, loss damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the Premises by the Licensee or person(s) under the control of the Licensee or by the condition of the Premises or any part thereof; loss, damage or injury howsoever sustained by the Licensor arising from any breach or default under the provisions of this Licence by the Licensee, its servants agents or invitees
- 4.17 At all times to diligently and efficiently run and manage the Premises for the Permitted Use to the reasonable satisfaction of the Licensor and so far as reasonably practicable to have due regard and accept any advice or assistance offered by the Licensor and to co-operate with them and comply with any reasonable requirements or regulations they may stipulated to ensure compliance with this sub-section
- 4.18 At the expiration or sooner determination of the Licence the Licensee shall remove the Licensee's property from the premises and reinstate the surface of any part so affected to a good, safe and tidy conditions or to such other standard as the Licensor may reasonably require. Any property left after the determination of the Licence shall be deemed to the property of the Licensor which it shall be free to dispose of as it wishes
- 4.19 Not to display any signs or notices at the Premises unrelated to the permitted use as set out in clause 1.4 without the Licensor's prior written consent such consent not to be unreasonably withheld or delayed
- 4.20 Not to remove any of the Licensors fixtures or fittings
- 4.21 To pass on any notices or other correspondence received at the Premises in any day and addressed to the Licensor or relevant to the Licensor's interest in the Premises
- 4.22 To give the Licensor notice immediately of any matter which occurs in relation to the Licensee or the Premises that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Premises
- 4.23 To be responsible for all issues regarding health and safety at the Premises including but not limited to the maintenance of suitable insurance in this regard (but excluding anything for which the Licensor is responsible under clause 5.4 below)
- 4.24 To attend any Health & Safety awareness briefings as required by the Licensor to support appropriate awareness of Health & Safety matters
- 4.25 To take all reasonable precautions to ensure the security of the Premises during and after the Permitted Use and to ensure that the Licensor is at all times informed of the name and address and telephone number of the key holders of the Premises

4.26 Before using the Premises to sign up to the Licensors Model Constitution, or an approved alternative version for Tenants & Residents Associations and to complete the TRA registration form and register annually with the Licensor. A copy of the insurance certificate for the Premises which states the cover levels that are in place should also be provided to the Licensor on an annual basis

5. **The Licensor covenants with the Licensee as follows:-**

5.1 To maintain and repair the structure and exterior of the Premises

5.2 To keep the Premises fully insured throughout the Licence Period for the full reinstatement value against fire and such other risks as the Licensor finds appropriate (subject to such policy and exclusions as the Licensor sees fit)

5.3 To pay all insurance premiums in respect of the insurance under 5.2 above

5.4 To ensure that the Premises at all times comply with the requirements of all relevant Acts of Parliament, Regulations, orders and Statutory Guidance and Code of Practice and to ensure that at all times the Premises comply with health and safety requirements provided that the Licensor shall not be responsible for anything arising from the particular type of occupation of the Premises by the Licensee (as to which the Licensee shall be responsible under clauses 4.9 or 4.21 above)

5.5 To undertake a Fire Risk Assessment periodically as required

6. **This rolling Licence hereby granted may be determined:-**

6.1 Forthwith by the Licensor if at any time during the continuance of this Licence the Licensee fails to rectify any breach of any of the agreements and covenants on its part herein contained within a reasonable time after service of notice in writing by the Licensor.

6.2 By the Licensee on the giving of three (3) months' notice in writing.

6.3 By the Licensor on the giving of three (3) months' notice in writing if the Licensor intends **within the 12 months following the giving of the notice** to undertake refurbishment or redevelopment of the Premises which will not allow continued occupation of the Premises

6.4 **By the Licensor on giving two (2) months written notice if the Licensee is in persistent or substantial breach of its constitution or if the Licensor is not making proper use of the Premises**

6.5 Provided that such termination shall not prejudice any right of the Licensor in respect of any antecedent breach by the Licensee of any of the agreements and covenants contained in this Licence

6.6 **The Licensor will carry out a review of the licence template every five years from the date that the licence template is agreed. The review is to make sure that the licence is fit for purpose, identify any legislation changes to include health and safety and fire safety guidance. Each review will be carried out in consultation with residents as part of a working group set up specifically for this purpose**

7. **Emergency & UK Parliamentary Requirements**

7.1 The Licensor shall be entitled to use the Premises or such parts of the Premises as it may require in the event of a local or national emergency and the Licensee shall abide by any directions imposed by the Licensor to facilitate such use (which directions may for the avoidance of doubt curtail or suspend the Licensee's use of the Premises)

7.2 The Licensor shall be entitled to use the Premises as a polling station

8. **Notices**

8.1 Any notice to be served under this Licence shall be in writing and shall be sufficiently served if delivered by hand and receipted for by or on behalf of the recipient or sent by Recorded Delivery Service addressed in the case of the Licensor to its Director of Housing Services at 3<sup>rd</sup> Floor, Town Hall Extension, King Street, Hammersmith, London W6 9JU or in the case of the Licensee to the Premises and to the address of the registered Chair, Secretary, Treasurer, and Vice Chair.

Department	Housing Department
Responsible person	Daniel Miller
Resident sign off	<b>Housing Representatives Forum</b>
Approval date	<b>28 March 2017</b>
Next review date	21 February 2022
Version number	1

**WITNESS** whereof this Licence has been executed as a Deed on the day and year first above written.

Signed as a Deed by \_\_\_\_\_ )  
On behalf of THE COUNCIL OF  
THE LONDON BOROUGH OF HAMMERSMITH  
AND FULHAM HOUSING DEPARTMENT \_\_\_\_\_ )

.....

In the presence of:-

Witness: .....  
Full name: .....  
Address: .....  
Occupation: .....

Signed as a Deed by \_\_\_\_\_ )  
On behalf of the Licensee (Chair) \_\_\_\_\_ )

.....

In the presence of:-

Witness: .....  
Full name: .....  
Address: .....  
Occupation: .....

Signed as a Deed by \_\_\_\_\_ )  
On behalf of the Licensee (Vice Chair) \_\_\_\_\_ )

.....

In the presence of:-

Witness: .....  
Full name: .....  
Address: .....  
Occupation: .....

## UNDERSTANDING YOUR HALL OR ROOM LICENCE

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### AGREED AT THE HOUSING REPRESENTATIVES FORUM ON 20 SEPTEMBER 2016. POST MEETING AMENDS FOR THE 5 YEAR REVIEW CRITERIA ARE HIGHLIGHTED IN SECTION 6

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**We want the hall and room licence that we have given you to be easy to read and understand. We know that there are some legal phrases that can be hard to avoid in a document like this, so have produced this short guide to help you out.**

**Please remember that the terms in the licence are the ones that you are agreeing to sign up to when managing your Tenants and Residents Association (TRA) hall or room.**

The licence agreement is between the London Borough of Hammersmith and Fulham Housing Department (the Licensor) and the TRA (the Licensee), signed by TRA committee officers at the time of issue, but for the TRA to continue to abide by. All references to the TRA in this document relate to the elected TRA representatives.

The licence includes the following sections:

#### **Section 1 – information on the definitions used in the licence, the licensed hall or room, and permitted hours of use**

The licence the Housing Department issues allows use of the hall or room shown in the accompanying boundary plan. The licence refers to the hall or room as the 'Premises'

#### **Section 2 – Definition of the Premises that the licence applies to**

#### **Section 3 – Definitions of the licence and the limitations of it**

The licence that is issued between the Housing Department and the TRA does not mean that the TRA can have sole or exclusive use of the hall or room. It also means that the TRA does not have a legal tenancy or lease agreement for the hall or room. The use of the building must remain under the control of the TRA. If it is hired out, the TRA must ensure that there is no overcrowding and the event does not become a nuisance.

**Licence criteria** - The licence will be issued free of charge to the TRA if all registration criteria are met on an annual basis.

Please see the relevant sections of the TRA Information Pack for more details, or contact the Resident Involvement Team on 020 8753 6652, or email [getinvolved@lbhf.gov.uk](mailto:getinvolved@lbhf.gov.uk).



## **Section 4 – Permitted use and responsibilities of use and management for the licensee**

**Running costs** - As part of the licence, the TRA agrees to pay for certain things. This includes paying for all services for the building such as removing rubbish, cleaning, gas, electricity, telephone bills broadband internet, cable TV, and water rates.

**Insurance** - The TRA must have the hall or room insured for Public Liability. We recommend contents insurance to cover against loss, damage or destruction by fire and such other risks. Activities in the hall or room must not invalidate the terms of the insurance for the hall or room. The TRA must meet the requirements and conditions put forward by the insurance company that is providing insurance for the hall or room. The TRA should tell the Council immediately if any issue may affect the TRA or the hall or room in relation to the terms of its insurance or continuity of the insurance.

**Alcohol** – No alcohol can be sold in the hall or room without the correct and valid licence. No alcohol can be consumed in the hall or room without prior written permission from the Council. The request should be made to the Area Housing Office **or Resident Involvement Team**.

**Maintenance & repair** - The TRA should keep the inside of the hall or room maintained in good order and repair during the licence period. The TRA must make good any damage which has been caused by careless usage. The TRA is expected to report any repairs to the structure of the building to the Council.

**Use of the hall or room** - TRAs should not charge the Housing Department and its contractors for any meetings and events that are held at the hall/room that relate to resident engagement or resident consultation.

Only the agreed charge as set out in the Hall & Room Fair Usage Policy should be made for other TRAs and resident groups. They will be required to sign a hall usage agreement with the TRA who manages the hall/room.

Other TRAs or resident groups can only use the facility for committee meetings or consultation events in connection with their estate. Where possible, TRA or resident groups without meeting facilities will always be directed to the nearest hall or room (usually either from the same ward or a neighbouring ward as your TRA).

Meetings booked by other Council departments will also be chargeable at the TRA's standard rates, unless they are specifically for the benefit of Council residents (examples could include, but are not limited to health, education, and employment opportunities).

**Inspections** - The Council and its contractors should be able to inspect hall or room if reasonable notice is given. In emergencies, no notice needs to be given.

**Liability** - The Council cannot be held liable for any claims for injury or damages by any person who has used the licenced TRA hall/room if the injury or damages have occurred because of negligence on the part of the TRA.

**Alterations** - The TRA will not be allowed to make alterations or additions to the building without prior written permission from the Council. Examples where this may be granted could include decorative works, or the addition of shelving or blinds. Any agreed works should be carried out by the council's appointed repairs and maintenance contractor.

**Notices** - Any notices or mail received at the hall or room that is addressed to the Council must be forwarded to the Council. This includes any notice or mail that is relevant to the Council's interest as the owner of the hall or room.

**Health & Safety** - The TRA is responsible for health and safety issues at the hall or room as well as keeping the building secure. This includes, but is not limited to maintaining suitable insurance. The insurance does not need to cover anything the Council is responsible for and this is set out in clause 5.2 of the licence. The TRA must report repairs to the structure of the TRA hall/room in a timely manner to the Repairs Team on 0800 023 4499 or landline 020 7205 0400.

**Security** - The TRA should take reasonable steps to make sure that the hall or room is kept secured. The TRA should keep the Council informed of the name and address and telephone number of the key holders for the hall or room.

**Property** - When the licence ends, the TRA must remove its property from the hall or room and leave the hall or room in a good, safe, and tidy condition

## **Section 5 – The Housing Department's responsibilities for the licensed Premises**

When the Housing Department signs the licence it agrees to

- Maintain and repair the main structure (such as roof and walls) and the outside of the hall or room
- Keep the hall or room structure fully insured during the licence period so the full value will be reinstated in the case of fire and other risks that the Council says in appropriate
- Make sure that the hall or room meet all legal requirements which affect the hall/room for which the Council is responsible.

**Fire Safety** - The Housing Department will arrange for Fire Risk Assessments to take place at the TRA hall/room when required. The Fire Safety Order is not prescriptive and does not define how often the fire risk assessment and fire safety management plan should be reviewed and will consider that risks may change over time.

## **Section 6 – Length of licence and notice periods for both the Licensor and Licensee.**

The licence is a rolling licence without a set end date.

A review of the licence template will be carried out every five years from the date that the template is agreed. This will be carried out by the Resident Involvement Team with a resident working group.

The five-year review is not an opportunity to end the licence or to issue an entirely new licence with different terms.

The objectives of this five-year review are to:

- Provide residents with an opportunity to tell us any areas of the licensing arrangements that aren't working for them.
- Ensure that the licence meets best practice guidelines
- Identify any areas where health and safety and fire safety guidance should be updated.
- Identify any areas where amendments are required in terms of licensing legislation
- Consider feedback for community involvement priorities from residents, officers, and councillors

A review of the suitability of an individual TRA hall or room licence can be carried out earlier if there are concerns raised regarding the management of the hall/room, or governance of the TRA.

**Ending the licence** - The licence can be ended in several ways and these are set out in section 6. These include:

- Immediately ended by the Council if the TRA fails to resolve any breach of the agreement and conditions, within a defined timescale after being given written notice
- If the TRA gives 3 months' written notice to the Council.
- If the Council gives 3 months' written notice because it wants to refurbish or redevelop the hall or room for the benefit of the community within the 12-month period when notice is given. Any request to vacate would be dependent on the extent of the planned works.
- If the Council gives 2 months' written notice if the TRA is not following what it has signed up to in its approved constitution or is no longer making proper use of the hall or room for the community.

The TRA will still be responsible for any outstanding obligations as at the date of termination e.g. if the hall/room left in poor repair or if there are outstanding bills.

## **Section 7 – Access in emergencies and for use as a polling station**

The Council will be allowed to use the hall or room or parts of it if needed for a local or national emergency or as a polling station. The Council will always try to contact the TRA to gain access to the hall or room. If the TRA can't be contacted, then the Council will use its spare set of keys to access the hall or room. These keys are held in the CCTV room in the town hall and are only for use in an emergency situation. In these situations, the TRA's ability to use the hall or room will be affected or stopped temporarily.

## **Section 8 – Explanation of how to give notice to end the licence**

If either of the parties wants to give notice to end the licence, then it must be in writing and delivered by hand or by a Recorded Delivery Service.

If the TRA wants to give notice to the Council then it must be addressed to the Director of Housing Services, 3rd Floor, Town Hall Extension, King Street, Hammersmith, London W6 9JU

If the Council wants to give written notice to the TRA then it will send it to the Hall or room the licence relates to, as well as the registered officer committee members (Chair, Treasurer, Secretary, and Vice Chair).

If the licence conditions are breached, the building must be handed back to the Council and the TRA will be responsible for any outstanding obligations.

**Glossary of Terms in Licence**

<b>Bona fide</b>	Genuine, without intention to deceive	<b>Incidental</b>	Happening as a result of
<b>Construction</b>	Creation (in a legal context)	<b>Indemnify</b>	Compensate for harm or loss
<b>Covenant</b>	Agreement	<b>Liquor</b>	Alcohol
<b>Determined</b>	Ended (in a legal context)	<b>Premises</b>	Hall or room being licenced (defined on the boundary map)
<b>In accordance with</b>	In terms of	<b>Statutory regulatory code</b>	A required set of laws, rules, or regulations

**Any more questions? Contact the Resident Involvement Team:**

[GetInvolved@lbhf.gov.uk](mailto:GetInvolved@lbhf.gov.uk)

020 8753 6652

## **Hall & Room Fair Usage Agreement for Tenants & Residents Associations and Resident Groups**

### **1. Guidelines**

1. TRAs that manage a hall or room should allow other council housing TRAs and resident groups who live in the same geographical areas use of the space to hold committee and general meetings.
2. The TRA that manages the hall or room should charge up to a maximum of £20 per meeting booking.
3. A refundable deposit of £30 can also be requested by the TRA that manages the hall or room to cover any damages or late running of a meeting.
4. Each meeting booking should last no longer than two and half hours and should not end after 9.30pm.
5. TRAs and resident groups who make a booking will be required to sign up to this agreement to confirm they understand the terms of the booking.
6. TRAs or resident groups should pay for the meeting booking in advance of the meeting date.
7. Meeting dates and times will be subject to availability as determined by the TRA that manages the hall or room.
8. No more than eight meetings per year can be booked by any one TRA or resident group.
9. TRAs or resident groups must give at least 2 working days' notice to cancel a booking. Payment will still be due if notice is not given.
10. The TRA that manages the hall or room has the right to cancel any future booking by another TRA or resident group if they fail to attend for two separate bookings without giving 2 working days' notice.

In this agreement the following definitions apply

**The Hirer: The TRA or resident group that books the hall or room**

**TRA: The TRA that is the Licensee of the hall or room**

**Premises: Hall or room**

## 2. Terms of the Letting

1. **Hours:** The premises must be vacated by the agreed time (as stated in the hire form) and keys returned to the TRA. Permitted Hours of use for bookings are between the hours of 9.00am and 9.30pm every day of the year, except for bank holidays and other public holidays. In emergencies, or in instances of poor conduct, the TRA reserves the right to close the building. If the agreed hours are exceeded without permission, the TRA may withhold all or part of your deposit.
2. **Deposit:** This deposit will be returned to you within 7 days of the booking date when all hire conditions have been met.
3. **Notice of cancellation:** A minimum of 2 working days by either the Hirer or the TRA. If more than 2 working days is given, the full deposit and hire fee should be returned. If less than 2 working days is given the hire fee should be retained and the deposit returned to the Hirer.
4. **Lighting & Heating:** The £20 hire charge will cover the cost of lighting and heating.
5. **Repairs & Maintenance:** The hirer should report all repairs to the TRA during or immediately after the hire period.
6. **Cleaning:** The Hirer must leave the premises in a clean and tidy condition at the end of each meeting and ensure that no rubbish is left in the premises. If the premises are left in an untidy condition, an equivalent proportion of the Hirer's deposit will be withheld and used towards arranging cleaning of the premises and bringing it back to the original condition. **The remainder of the deposit will then be returned to the hirer when cleaning works have been undertaken.**
7. **Security:** The Hirer will ensure that all doors and windows are closed and locked at the end of each session of hire. A named key holder is responsible for the set of keys issued to The Hirer. If the keys are lost, the Hirer will be recharged for changing the locks and/or cutting new sets of keys. All keys must be signed for and returned to the TRA at the end of the booking.
8. **Insurance:** The Hirer will be covered by the TRA's public liability insurance as long as they are only holding a meeting in the premises. The TRA that manages the premises will have public liability insurance that provides cover to a minimum value of £5 million. Insurance of all the Hirer's equipment is the responsibility of the Hirer. The TRA will need to be provided with a copy of the relevant documents before the hire agreement can be confirmed. LBHF maintain a basic level of insurance cover for the premises.
9. **Parking:** The Hirer has no allocated parking on the estate, unless they are residents of the estate. The Hirer must ensure that all users are aware of this. The TRA will not be responsible for any parking charges incurred by staff or users of the premises.
10. **Storage of Items:** You will need prior agreement from the TRA to store any items in the premises that you require for your meeting. If agreement is given, these items will need to be stored safely in an agreed designated area. The TRA or the council will not be responsible for any loss or damage to equipment left at the premises.

### 3. Conditions of use

1. The premises should be left at the end of the hire period in a clean and safe condition. Any complaints about the condition of the premises should be reported to the Resident Involvement Team on 020 8753 6652 or by email to [getinvolved@lbhf.gov.uk](mailto:getinvolved@lbhf.gov.uk).
2. Hirers may be held liable and recharged for damage to any fixtures and fittings.
3. The keys to the premises will be the responsibility of the key holder. They may not be transferred to any other person(s) without the prior permission of the TRA.
4. Any person/group acting in an irresponsible or disorderly manner will be asked to leave the premises. It is the responsibility of the Hirer to ensure users leave the premises and estate promptly and in an orderly fashion.
5. The TRA will not accept responsibility for any accident, loss, damage, or injury arising from the hiring.
6. The TRA will not accept responsibility for clothing or property left or stored in the premises during the time of the hire or at any other time.
7. Refuse generated by the Hirer must be removed by the hirer. Any items left in the premises will be disposed of at the hirer's expense, if not collected within 7 days after the booking date.
8. The Hirer must not make any alterations or additions to the premises.
9. The Hirer must not permit smoking or alcohol to be sold or consumed on the premises.
10. The Hirer must not use the premises or allow it to be used except between the hours as booked and as stated in section 2 under the Hours section, without obtaining written permission from the TRA.
11. The Hirer must conduct meetings in a way that does not interfere with or adversely affect the environment of the estate or the residents' quiet enjoyment of the estate.
12. The Hirer or person in charge of any meeting must be over 18 years of age and shall remain in the premises for the entire period of hire or duration of the activity. The person in charge shall not be engaged in any function which prevents him/her from exercising general supervision.
13. The Hirer shall not trade or allow trading to take place from the premises.
14. The Hirer shall ensure that there are no activities in contravention of the law relating to gaming, betting, and lotteries.

15. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Local Magistrates Court in connection with any meeting. The hirer must not obstruct access to any fire equipment or the means of escape from the premises. Fire doors must not be locked while the premises are in use.
16. The Hirer shall not obstruct any entrances, access ways, communal areas, roads, or footpaths of the estate.
17. Any items that have prior agreement to be stored in the premises must be stored safely in the designated space.
18. The Hirer shall not bring or permit to be brought any animals (except assistance dogs) onto the premises.
19. If the Hirer fails to comply with these regulation and conditions, they will be liable to forfeit the use of the premises without compensation.
20. For avoidance of doubt, this agreement does not confer exclusive possession on the Hirer nor is it intended to create any tenancy or other interest save a gratuitous non-exclusive licence personal to the Hirer only.

Department	Housing Department
Responsible person	Daniel Miller
Resident sign off	<b>Housing Representatives Forum</b>
Approval date	<b>28 March 2017</b>
Next review date	28 March 2018
Version number	1



## Hall or Room Hire Form

*To be completed by the TRA that manages the premises*

Booking date	
Time	
Amount Paid	£
Cheque/Cash (please circle)	
Deposit Paid	£
Cheque/Cash (please circle)	

*To be completed by Hirer*

I confirm that I have will abide by the terms of letting and conditions of use, as set out in the Hall & Room Fair Usage Agreement. I also confirm that I have paid the hire amount and deposit in full before the date of the booking and that I understand my undertakings to receive my full deposit back.

Signed on Behalf of the Hirer

.....

Print Name .....

Date.....

Address:

.....  
 .....

The key holder for the Hirer is .....

Contact number .....

Phone .....

Address: .....

Signed on behalf of the TRA

.....Date.....

## Deposit Return Form

*To be completed by the TRA that manages the premises*

Booking date	
Time	
Deposit Paid	£
Cheque/Cash (please circle)	
Amount of deposit returned	£
Comments	

*To be completed by Hirer*

I confirm that I have received the deposit back, or the agreed proportion of the deposit back.

Signed on Behalf of the Hirer

.....

Print Name .....

Date.....

## **Hall & Room Fair Usage Agreement for LBHF Officers & Contractors Working on Behalf of the Council**

### **1. Guidelines**

11. TRAs that manage a hall or room should allow LBHF Housing and its contractors to hold meetings for the benefit of council housing residents in its premises.
12. There should be no charge to LBHF Housing or its contractors, as long as the meeting or event is with council housing residents. If the booking is for an internal team meeting then this can be charged at the TRAs agreed rates. Other council departments can also be charged in the normal way for using the premises.
13. This fair usage agreement is for LBHF Housing and its contractors who need use of the premises. The TRA's usual hall hire agreement would be used for all payable bookings by other council departments
14. LBHF Housing and its contractors who make a booking will be required to sign up to this agreement to confirm they understand the terms of the booking.
15. Meeting dates and times will be subject to availability as determined by the TRA that manages the hall or room.
16. Separate arrangements may be necessary if the hall or room is used in case of an emergency as a rest centre or contact point and it may not be possible to comply with all of the requirements below.

In this agreement the following definitions apply

**The Hirer: LBHF and its contractors**

**TRA: The TRA that is the Licensee of the hall or room**

**Premises: Hall or room**

## 2. Terms of the Letting

- 11. Hours:** The premises must be vacated by the agreed time (as stated in the hire form) and keys returned to the TRA. Permitted Hours of use for bookings are between the hours of 8.00am and 11pm every day of the year, except for bank holidays and other public holidays.
- 12. Notice of cancellation:** A minimum of 2 working days by either the Hirer or the TRA.
- 13. Repairs & Maintenance:** The hirer should report all repairs to the TRA during or immediately after the hire period. The hirer should also report these to the repairs and maintenance contractor.
- 14. Cleaning:** The Hirer must leave the premises in a clean and tidy condition at the end of each meeting or event and ensure that no rubbish is left in the premises.
- 15. Security:** The Hirer will ensure that all doors and windows are closed and locked at the end of each session of hire. A named key holder is responsible for the set of keys issued to The Hirer. Keys must be signed for and returned to the TRA at the end of the booking.
- 16. Insurance:** The Hirer will be covered by the TRA's public liability insurance as long as they are only holding a meeting or drop in event in the premises. Appropriate public liability insurance would need to be purchased by the Hirer, or organisation that the Hirer has commissioned for other activities.
- 17. Parking:** The Hirer has no allocated parking on the estate, unless they are residents of the estate. The Hirer must ensure that all users are aware of this. The TRA will not be responsible for any parking charges incurred by staff or users of the premises.
- 18. Storage of Items:** You will need prior agreement from the TRA to store any items in the premises that you require for your meeting. If agreement is given, these items will need to be stored safely in an agreed designated area. The TRA or the council will not be responsible for any loss or damage to equipment left at the premises.

### 3. Conditions of use

21. The premises should be left at the end of the hire period in a clean and safe condition. Any complaints about the condition of the premises should be reported to the Resident Involvement Team on 020 8753 6652 or by email to [getinvolved@lbhf.gov.uk](mailto:getinvolved@lbhf.gov.uk).
22. Hirers may be held liable and recharged for damage to any fixtures and fittings.
23. The keys to the premises will be the responsibility of the key holder. They may not be transferred to any other person(s) without the prior permission of the TRA.
24. Any person/group acting in an irresponsible or disorderly manner will be asked to leave the premises. It is the responsibility of the Hirer to ensure users leave the premises and estate promptly and in an orderly fashion.
25. The TRA will not accept responsibility for any accident, loss, damage, or injury arising from the hiring.
26. The TRA will not accept responsibility for clothing or property left or stored in the premises during the time of the hire or at any other time.
27. Refuse generated by the Hirer must be removed by the hirer. Any items left in the premises will be disposed of at the hirer's expense, if not collected within 7 days after the booking date.
28. The Hirer must not make any alterations or additions to the premises.
29. The Hirer must not permit smoking or alcohol to be sold or consumed on the premises.
30. The Hirer must not use the premises or allow it to be used except between the hours as booked and as stated in section 2 under the Hours section, without obtaining written permission from the TRA.
31. The Hirer must conduct meetings in a way that does not interfere with or adversely affect the environment of the estate or the residents' quiet enjoyment of the estate.
32. The Hirer or person in charge of any meeting must be over 18 years of age and shall remain in the premises for the entire period of hire or duration of the activity. The person in charge shall not be engaged in any function which prevents him/her from exercising general supervision.
33. The Hirer shall not trade or allow trading to take place from the premises.
34. The Hirer shall ensure that there are no activities in contravention of the law relating to gaming, betting, and lotteries.

35. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Local Magistrates Court in connection with any meeting. The hirer must not obstruct access to any fire equipment or the means of escape from the premises. Fire doors must not be locked while the premises are in use.
36. The Hirer shall not obstruct any entrances, access ways, communal areas, roads, or footpaths of the estate.
37. Any items that have prior agreement to be stored in the premises must be stored safely in the designated space.
38. The Hirer shall not bring or permit to be brought any animals (except assistance dogs) onto the premises.
39. If the Hirer fails to comply with these regulation and conditions, they will be liable to forfeit the use of the premises without compensation.
40. For avoidance of doubt, this agreement does not confer exclusive possession on the Hirer nor is it intended to create any tenancy or other interest save a gratuitous non-exclusive licence personal to the Hirer only.

Department	Housing Department
Responsible person	Daniel Miller
Resident sign off	<b>Housing Representatives Forum</b>
Approval date	<b>28 March 2017</b>
Next review date	28 March 2018
Version number	1

## Hall or Room Hire Form

*To be completed by the TRA that manages the premises*

Booking date	
Time	

*To be completed by Hirer*

I confirm that I have will abide by the terms of letting and conditions of use, as set out in the Hall & Room Fair Usage Agreement for LBHF Housing and its contractors.

Signed on Behalf of the Hirer

.....

Print Name .....

Organisation .....

Date.....

Address:

.....

.....

The key holder for the Hirer is .....

Contact number .....

Phone .....

Address: .....

Signed on behalf of the TRA

.....Date.....

# **Housing Services Chargeable Services Policy**



## Contents

1. Introduction
2. Purpose
3. Scope
4. Policy
5. Responsibility
6. Monitoring, Review, and Evaluation
7. Associated policies and documents
8. Equality Impact Assessment

### 1. Introduction

1.1 This policy is consistent with the Council's objectives as outlined in the Housing Strategy<sup>1</sup> and delivers specifically against the Excellent Housing Services for all theme by ensuring that the housing stock is kept in good condition for current and future residents.

1.2 The principles in delivering this policy are:

- Recharging decisions should be consistent and should be signed off by the Head of Service
- Charges must be supported by documentary evidence to clearly identify the scope of and reason for the rechargeable work required
- Tenants / leaseholders with recharges should be told clearly and quickly the reasons for the recharge
- We will aim to raise charges fairly, promptly, and accurately with the minimum of administration cost
- We will aim to be clear in all communication with residents and all communication will be in line with the Better Letters principles
- Payment should be taken in advance, where possible, from tenants before issuing a works order
- We will be consistent and fair in the treatment of all tenants
- We will deliver 'Value for Money' services and ensure maximum and efficient use of maintenance budgets

### 2. Purpose

2.1 This policy is intended to apply to all Council tenants / leaseholders (where the Council accepts that it is the resident's direct landlord), regardless of the tenure under which they occupy their premises, when any

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<sup>1</sup> LBHF Housing Strategy: Delivering the change we need in housing, [https://www.lbhf.gov.uk/sites/default/files/section\\_attachments/delivering\\_the\\_change\\_we\\_need\\_in\\_housing.pdf](https://www.lbhf.gov.uk/sites/default/files/section_attachments/delivering_the_change_we_need_in_housing.pdf)

damage / works required of a non-standard nature to the Council's property (to include land as well as premises) is caused or have been carried out.

2.2 The policy will outline under what circumstances charges will become applicable and what those charges should be. There will be circumstances which the policy does not cover, in these cases, advice must be sought from a senior manager or director.

2.3 There will be times when discretion is to be used in applying this policy, for example when dealing with vulnerable tenants / leaseholders. Advice should always be sought from a senior manager or director when dealing with vulnerable residents.

2.4 The policy aims to promote a responsible attitude from tenants /leaseholders towards their property, through pursuing costs, where justified, from those tenants / leaseholders who are negligent, deliberately cause damage, or carry out works without permission.

2.5 An outcome, which is not specifically desired, will be to maximise income by the recovery of debts owed in relation to recharges, whilst still having regard to the council's overall statutory duty to vulnerable tenants / leaseholders.

### **3. Scope**

3.1 This policy covers the whole of housing services, which includes housing management, property services and estate services.

3.2 This policy explains how we will deal effectively with recharges, including those arising from damage, non-standard alterations or for the cost of clearing abandoned possessions left behind by tenants / leaseholders.

3.3 The policy covers recharges arising from those works which lie outside of the landlord responsibilities.

### **4. Policy**

4.1 This policy specifies how the council will recover the cost of damage to council property due to negligent or malicious behaviour. These fall outside the landlord's obligations and therefore become rechargeable.

4.2 Recharges are costs for any repairs that have been / must be carried out to council property due to damage, neglect, misuse, or abuse by tenants / leaseholders, members of their household or visitors to their home. In addition, it covers the cost of clearing out possessions left behind when a property is vacated or for any work carried out by the council to repair or maintain the property that is the tenant's / leaseholders responsibility.

4.3 Recharges will be sought to pay for repair / work which fall outside of the landlord's responsibilities.

4.4 The following are examples of circumstances which could find a repair / work, which would give rise to recharge being sought:

- Through a routine inspection of the property
- Through a visit to the property after a report for another issue
- Through information received from third parties, such as the Police, council contractors, the Fire Brigade, Social Services, CCTV staff)
- Through self-reporting of an issue
- Through void management
- Through information received through housing officers visiting tenants / leaseholders
- Through mutual exchange, beneficial transfers, and split household inspections
- Through property compliance team inspections / contact which give rise to charges being sought in respect of their time and any remedial work needing to be carried out

4.5 Following an inspection, it will be at the Councils discretion to decide whether to give tenants / leaseholders an opportunity to rectify those repairs or alternatively to request the resident sign a confirmation that they accept the charge to be levied against them.

4.6 Where an opportunity to rectify the works has been granted, an inspection of those works will need to be carried out to check that it is of the standard required.

4.7 Where rectification works carried out by the tenant / leaseholder are not of the required standard and more works to put it right must be carried out, the recharge will be recalculated and charged to the tenant / leaseholder. The tenant / leaseholder can ask for advice from the council about the standard of work before they carry out the works themselves. This advice will be charged for at a flat rate plus VAT.

4.8 Where any work can be carried out by the estate caretakers or their contracted equivalents, a fixed charge plus VAT will be levied. Where works require an external contractor, the total costs incurred by the Council will be invoiced and will be charged in full.

4.9 Example of works which community caretakers could carry out are (non-exhaustive list):

- Rubbish removal
- Graffiti cleaning
- General cleaning after rubbish removal

- Replacing padlocks to roof hatches after removal of unauthorised satellite dishes, radio ham, pirate radio equipment etc.

4.10 Where more senior officers and managers are involved the cost incurred shall be accounted for and charges based upon that cost.

4.11 This policy also covers the Property Compliance team, where they are contacted for advice about obtaining consent for works, whether those works are already underway, complete, or not yet started. Also, where action must be sought against a tenant / leaseholder for not stopping and making safe the works.

4.12 The property compliance team also deals with houses of multiple occupation (HMOs). An HMO is currently defined in the Housing Act 2004 to include properties occupied by one or more persons who do not form a single household, the property is their main residence, and is only used for that purpose, rent or other consideration would be payable by at least one of the persons and two or more persons have to share in at least one basic amenity. The property compliance team will investigate and take action where necessary - where it is deemed unsafe, unusable, adds pressure to the services than the building should have (i.e. more rubbish, etc.). This service is chargeable especially where the HMO is operating in breach of the lease and or any licencing requirements.

4.13 When a repair is requested through the Contact Centre or reported to the staff via another method, staff will endeavour to determine whether the request is a landlord's obligation, a tenants / leaseholders responsibility, or a chargeable repair

4.14 The council reserves the right to waive the cost of a recharge for a repair in exceptional circumstances, for example where a vulnerable tenants / leaseholder is involved, however this will be at the Head of Service's discretion.

4.15 If damage is caused due to domestic abuse, or to a crime such as burglary or the anti-social behaviour by someone other than the tenants / leaseholder or visiting the property, the tenants / leaseholder will be advised to report the incident to the Police to obtain a valid crime reference number. The tenants / leaseholder will not be recharged, but, where known, the third party responsible for the damages will be pursued for the recharge.

4.16 Tenants / leaseholders have the right to appeal the decision on recharges made by the council. They can do so in writing to the Housing Recharges Team ([housingrecharges@lbhf.gov.uk](mailto:housingrecharges@lbhf.gov.uk) or Recharges Team, 3<sup>rd</sup> Floor, Hammersmith Town Hall extension, King Street, Hammersmith, W6 9JU) within 10 working days of receipt of the notification of recharge.

4.17 Appeals will be considered by the Director of the Service and the decision will be final. The decision will be communicated to the resident within 5 working days.

4.18 All charges will be clear and transparent. The letter and any subsequent invoice will list the charges and how they have been calculated.

4.19 The charges may include items such as:

- The cost of materials
- The time of contractors
- The time of managers looking into the recharge case
- The cost of the handyman service
- Time and cost of the property compliance team

4.20 Any questions about the charges can be directed to the Recharges Team at the above e-mail or postal address.

4.21 Where there is non-payment of a recharge by a tenant / leaseholder, the council reserves the right to pass the debt to a debt management company.

## **5. Responsibility**

### **5.1 Director**

5.1.1 To review and sign-off (where appropriate) any escalated issues where clarity is needed.

5.1.2 To ensure that this policy is adopted across the department and is signed-off in the relevant review groups.

### **5.2 Heads of Service**

5.2.1 The Heads of Service will be responsible for checking that all officers are aware of the policy and ensure this becomes part of business as usual. They will ensure that when officers are attending sites, they understand what to do to check whether there are any issues which could give rise to this policy being enforced.

5.2.2 To ensure that officers are aware of the charging methodology and have the correct contacts within services in place to be able to check the levy of any charges.

### **5.3 Tenants / Leaseholders**

5.3.1 The tenants / leaseholders / service charge paying freeholders on estates will be responsible for adhering to their tenancy / lease / licence /

property deeds as appropriate always and, where unsure should ask questions so to clear up any ambiguity

5.3.2 The tenants / leaseholders will ensure that where they are requested to pay for a recharge that they pay the charge within the timescales set within this policy.

5.3.3 Where a tenant / leaseholder disputes the recharge, they must raise an appeal within the timescale set within this policy.

5.3.4 The tenants / leaseholders must allow access to their property to allow for works to be carried out, where applicable, even if there is an appeal in place to determine the party responsible for the recharge.

#### **5.4 Officers**

5.4.1 To be aware of the policy and its implementation.

5.4.2 To become familiar with the charging methodology and ensure that they cross check any charges to be levied with the appropriate team.

5.4.3 To understand how to raise a charge against a resident using this policy and the processes in place for finance where applicable

5.4.4 To handle all situations with residents with respect and care, especially where a vulnerable resident is involved.

5.4.5 To check whether tenants / leaseholders are vulnerable before taking any action in relation to recharges and act accordingly.

5.4.6 Where an appeal has been made, to carry out an investigation and write up an appeal response for Director level sign-off.

5.4.7 Speak with tenants / leaseholders sensitively in relation to this policy and be aware when dealing with a vulnerable tenants / leaseholders.

#### **5.5 Finance officers**

5.6.1 To check all recharges are raised in line with this policy and are in line with all charging methodology

5.6.2 To keep communication and raise issues with all stakeholders in a clear and timely manner

## **5.7 Recharge Team**

5.7.1 To write letters to the tenants / leaseholders where recharges have been identified

5.7.2 To raise invoices and chase payments

5.7.3 To ensure all recharges are logged appropriately

5.7.4 To carry out performance analysis on the data received monthly

5.7.5 To speak directly to tenants / leaseholders when needed.

5.7.6 To liaise with services where appeals have been raised to gather the required information to pass to a Director for decision

5.7.7 To inform tenants / leaseholders of the outcome of appeals

5.7.8 To speak with tenants / leaseholders sensitively in relation to this policy and be aware when dealing with a vulnerable tenants / leaseholders.

5.7.9 To co-ordinate the recharges process in line with this policy

## **6. Monitoring, Review, and Evaluation**

6.1 To comply with the service commitments, the council should monitor the effects of rechargeable repair procedures. The areas for monitoring and review will be as follows:

- Number of repairs carried out which were rechargeable, split by agreed categories, such as voids, responsive repairs, etc.
- Cost of rechargeable repairs carried out
- Income received from rechargeable repairs
- Recovery rate from rechargeable repairs
- Number of appeals and the outcome of appeals
- Top 10 repairs carried out and themes of repairs needed

6.2 The review of this policy will take place annually with a view to any issues that have arisen over the last 12 months and with any emerging issues / changes to services in mind.

## **7. Associated policies and documents**

7.1 This policy can and should be read in conjunction with the following other policies, procedures, and processes:

- Chargeable Services Procedure / Process
- Chargeable Services Letter Templates
- Discretionary Repairs policy
- Leases
- Licences
- Property Deeds
- Tenancy Agreement
- Property Compliance Charges

<b>Department</b>	Housing Services
<b>Responsible Person</b>	
<b>Resident Sign off</b>	
<b>Approval Date</b>	
<b>Next Review Date</b>	February 2018
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