



## Service Level

This Service Level Agreement (SLA) is made on the **XXXXXXXXXX** between **Dacorum Borough Council** (hereinafter referred to as 'the Council') of the first part and **XXXX Housing Association**. (Hereinafter referred to as 'XXXX') (or its successor) of the second part.

**Duration of the Agreement:** This Agreement will continue until it is brought to an end by notice given in accordance with the termination provisions in Section 3 of this agreement.

The parties hereto expressly agreed that nothing in the Agreement in anyway creates a partnership between them.

### **SECTION ONE**

#### **DETAIL OF THE PARTIES**

**(a) XXXXX Housing Association:**

- (1) XXXXXX is a Housing Association and is a registered social landlord within the meaning of Section 1 of the Housing Association Act 1985 and is registered with the Homes & Community Agency under Section 4 of the Housing Associations Act 1985 (Registered No. L1690).
- (2) The registered office is at XXXXXXXXX
- (3) The objective of XXXXX is to provide housing and associated amenities for persons in necessitous circumstances upon terms appropriate to their means, which include, but without prejudice, the provision of supportive accommodation for people in need.

**(b) Dacorum Borough Council:**

- (1) The Council is a Local Housing Authority for the purposes of the Housing Act 1985 and a Principal Council under Section 33 of the Local Government (Miscellaneous Provisions) Act 1982.<sup>1</sup>

- (2) The registered office and place of business is The Forum, Hemel Hempstead, Hertfordshire, HP1 1DN.

**(c) Statement of Intent:**

The shared objectives of XXXXX and the Council are to nominate and

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allocate general needs accommodation to Dacorum residents via the Council's Housing Register and Direct Offer processes for those who are homeless, threatened with homelessness or living in unsuitable accommodation.

XXXXXX will be responsible for ensuring that the Council is sent all appropriate information regarding properties to let within appropriate periods.

The Council will be responsible for ensuring appropriate nominations are made to XXXXX within appropriate periods. The Council will work with XXXXX to facilitate interagency working and positive relationships with the local community.

Both parties will ensure that robust joint working procedures are in place to minimise void times and loss of income.

## **SECTION TWO**

### **SERVICES TO BE PROVIDED UNDER THIS AGREEMENT**

Now it is hereby agreed:-

- (1) When requiring a nomination, XXXXX will provide a detailed advert, which includes a picture of property to the Council. This information should include; details of rent (including any expected rent in advance), special property features, pets, if the property has a lift etc.
- (2) The Council will confirm receipt of the advert via email within 24 hours. Adverts received will be advertised by the Council within three working days.
- (3) In relation to any new builds XXXXX will need to ensure advance notice – a minimum of 8 weeks before completion - is given to the Council to ensure sufficient time to advertise and shortlist suitable candidates.
- (4) Four working days after advert closes DBC will provide nomination to XXXXX. (Exception: If a new build property this will be extended to eight working days)
- (5) If a nomination is not received within seven working days after an advert closes XXXXX will treat this as a waiver from the Council of their nomination rights.  
  
(Exception: If a new build property this will be extended to eleven working days)
- (6) If rights will need to be waived, confirmation of this will be sent to the Lettings Manager by the Strategic Housing Group Manager for Dacorum.

- (7) Once received, XXXX will contact nominees within one working day. If they are unable to speak directly with nominee a message and where possible, an email will be sent for urgent contact.
- (8) Where relevant, the Council will provide information regarding risk assessments to confirm whether the nominee is safe to visit alone, or any other appropriate flags.
- (9) If nominee fails to respond within 24 hours they will be refused and a request made for a further nomination. XXXXXX will ensure that any incidents of failed contact are notified to the Council.
- (10) The Council will provide any requests for additional nominations within two working days provided there are suitable candidates available on the shortlist.
- (11) If further nomination not received within four working days XXXXXX will treat this as a waiver from the Council of their nomination rights.
- (12) If rights will need to be waived confirmation of this will be sent to the Lettings Manager by relevant Strategic Housing Group Manager for Dacorum.
- (13) Nominees will be required to attend a verification appointment with XXXXX within three working days following direct contact.
- (14) Nominees that cannot or fail to attend the verification appointment will be rejected and a request will be made for a further nomination. This further request will need to be sent to the Council within 24 hours of refusal to ensure no further delays in the process.
- (15) If additional information is required as part of the verification process the nominee will have 24 hours to provide this if nominee fails to do this they will be refused and a request made for a further nomination
- (16) Following a successful sign up from a Council nomination, XXXX will send confirmation of the sign up details and tenancy start date.
- (17) Quarterly meetings will also be held between XXXXX Senior Lettings Officer and the Council's Pre-Tenancy Lead Officer and Team Leader to discuss analysis of figures, trends, development progress, any concerns or updates on any service changes that could have an impact on service delivery from either side.

### **SECTION THREE**

#### **FAILURE TO PROVIDE SERVICES**

Should either XXXXX or the Council fail to provide a service as defined in this

Agreement then the other party may have recourse to the following:-

- (1) The XXXXX Senior Lettings Officer and the Council's Pre-Tenancy Lead Officer and Team Leader will meet to discuss the grievance. If no agreement is reached the issue will be referred to XXXX's Head of Housing and the Council's Strategic Housing Group Manager..
- (2) If the issue is unresolved then a formal letter should be sent to the Director of Housing for XXXXX and the Council's Assistant Director, Housing who shall have the responsibility for bringing the matter to the appropriate committee within their own organisations, within two months of receipt of the letter.
- (3) If the matter remains unresolved a meeting between the Chief Executive for XXXXX and the Council's Director of Housing should take place within
- (4) If no agreement can be reached, either party can refer the matter to an arbitrator to be appointed by the National Housing Federation.

### **ENDING THIS AGREEMENT**

1. The terms of this agreement will be binding on both parties, subject to annual review, and will be in place for as long as the scheme is in operation and subject to the following provisions.

This Agreement will run until determined by either party on twelve months prior written notice to the other party, accompanied by an explanation, expiring any time but not earlier than three years from the commencement of this agreement.

2. This Agreement may be terminated by both parties signing an amended Agreement (which shall replace this Agreement) or otherwise by the written agreement of both parties (which shall not be unreasonably withheld or delayed).
3. A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 nor shall its terms be binding on any person other than the parties to it.

Signed on behalf of XXXX Housing Association

..... Head of Housing

..... Date

Witnessed by: .....

Signed on behalf of Dacorum Borough Council

..... Strategic Housing, Group Manager

.....Date

Witnessed by: .....

Author		
Responsible officer		
Date of publication		Date of last version
Version no.		Date of expiry
Associated documents		