



## **ADVANCE PUBLICATION OF REPORTS**

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members  
and operational key decision makers.

Once signed all decisions will be published on the Council's  
Publication of Decisions List.

- 1. OPERATIONAL KD REPORT - AHP FRAMEWORK - APPOINTMENT FOR  
WORKS AND SERVICES IN ENFIELD (Pages 1 - 108)**

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## London Borough of Enfield

<b>Title of Report:</b>	<b>Operational KD report AHP Framework – appointment for works and services in Enfield</b>
<b>Report to:</b>	<b>Sarah Cary, Executive Director, Place</b>
<b>Date of Report:</b>	14 March 2023
<b>Cabinet Member:</b>	Cllr Nesil Caliskan leader of Enfield Council
<b>Directors:</b>	<b>Director of Housing and Regeneration</b>
<b>Report Author:</b>	Amena Matin. Amena.Matin@enfield.gov.uk
<b>Ward(s) affected:</b>	<b>All</b>
<b>Key Decision Number</b>	<b>KD 5550</b>
<b>Implementation date, if not called in:</b>	3 April 2023
<b>Classification:</b>	Part I Public with Confidential Appendix
<b>Reason for exemption</b>	

### Purpose of Report

1. The purpose of this report is to seek approval for the Council to enter into a framework agreement for 4 years, plus an option to extend the framework by 2 years, with selected affordable housing providers in relation to the delivery of a programme of strategic housing works and services. The framework agreement will enable the Council to call off contracts for the delivery of housing works and services in Enfield. The framework has three Lots: Lot 1 is for works, Lot 2 is for development services with sales and marketing, and Lot 3 is for estate management. Entry into the framework agreement is specific to each Lot. The procurement approach was approved under delegation of Cabinet (*Cabinet Report 9th December 2020 KD5191. See Background section*).
2. To determine the future management of and access to and use of framework Lot 1 and Lot 2 by other London Authorities under a joining agreement and in

accordance with the framework conditions the report also seeks approval to delegate authority to the Director of Housing and Regeneration in consultation the Head of Procurement Services, Executive Director of Resources and Director of Law and Governance.

## Recommendations

- I. Approve the establishment of the RP framework and the appointment of partners following the procurement process.
- II. Award Affordable Housing Provider Framework Agreements for the delivery of works and services defined as Lot 1, Lot 2 and Lot 3, for 4 years, plus an option to extend the framework by 2 years (total 6 years). The details of the Lots is set out in paragraph 22-26 and the selected tenderers are outlined in the Confidential Appendix 2.1.
- III. For works and services that can be called off from this framework and have previously been agreed in principle to progress with allocated budget, delegate authority to appoint and enter into contracts with the Framework Contractors on this framework in accordance with the framework terms, to the Director for Housing and Regeneration in consultation with the Leader and the Executive Director of Resources and Director of Law and Governance.
- IV. Subject to the above, approve delegated authority to the Director for Housing and Regeneration for the direct award up to the value set out in the Framework agreement for Lots 1, 2 and 3
- V. Delegate authority to enter into Framework Joining Agreement(s) with any of the specified London local authorities, to the Director for Housing and Regeneration, in consultation with the Executive Director of Resources and Director of Law and Governance. (*Appendix 3 Framework Joining Agreement*)
- VI. Delegate the scope and establishment of the levy and management of the framework to be agreed by the Director for Housing and Regeneration in consultation with the Director of Finance, Capital and Commercial.

## Background and Options

3. The procurement approach was approved under delegation of Cabinet (*Cabinet Report KD5191 of 9th December 2020*)
4. A lack of current development capacity within Enfield has been identified, there are currently not enough Registered Providers developing in the borough and most RP stock is being delivered via Section 106 acquisitions. Enfield has identified the creation of the framework as an opportunity to build strategic relationships with a defined number of Registered Providers.
5. The London Affordable Housing Programme (2021 – 2026) will provide in excess of £4bn made available by the Greater London Authority (“GLA”) to invest in new housing delivery and the Authority want to ensure they are able to attract a large proportion of this investment which taken together with land released by the Authority will allow this framework to make a significant contribution to economic growth in the borough. Enfield has been awarded the 5th largest allocation in

London and the 2nd highest Local Authority allocation which indicates the Boroughs scale of delivery and needs.

6. The framework agreements will work towards attracting investment, improve services, raise standards, and build development capacity in Enfield aligned to the councils' vision.
7. The works or services delivered under each framework Lot will be called off the framework and instructed separately in accordance with the framework terms under authority to award subsequent contracts delegated to the Director of Housing and the Programme Director - Meridian Water in consultation the Executive Director of Resources and Director of Law and Governance.

### **Options Considered**

8. The Framework term: Cabinet report (KD5191) sought a framework term of no less than 4 years and no more than 10 years. Officers considered the possibility of the framework being for a term of 6 years + 2yrs + 2yrs + 2yrs (total 10 years). Following external legal advice, this option was discounted and the framework duration was altered. Assessment of the development pipeline found that a 6 year framework term as adopted, for which there are similar precedents, could reasonably and justifiably support the delivery of the projected borough wide programme under the regulations.  
Given sector changes, grant viability challenges and potential economic disruption, it was originally considered advisable to move from having a maximum of 6 to 8 providers on framework Lot 1 to ensure competition is retained over the proposed six year term. Because of their own programmed pipeline priorities and the potential take up of their capacity in pan London developments this was thought likely to conflict with and thus reduce with their capacity for working in Enfield. It was considered 6 providers on the framework may be too limiting, as providers can choose not to bid at call offs for projects, potentially leaving the council a lack of choice and competition at call off.  
As affordable housing providers priorities can't be entirely de-risked, having more providers potentially means more secure capacity will be provided to deliver both the proposed Enfield and pan London pipeline. For work in the other parts of London this it was thought would make the framework more attractive to other boroughs, whilst de-risking future take up for Enfield projects.

### **Risks that may arise if the proposed decision and related work is not taken**

9. **Risk: AHP works and programme capacity and capability impacts**  
This framework provides specifically for the Council's borough wide needs, its policy, objectives and contractual requirements and allows agency to those already engaged working in Enfield or interested to commit to doing so, along with resource capacity to do so, in a timely and effective framework format.  
Without this the capability and capacity to deliver affordable housing works to an agreed programme over the proposed term of the framework, will be adversely impacted and significantly reduced. Long term strategic partner relationships with providers, who have access to GLA strategic affordable housing funds and other affordable housing development funds, who are registered providers, have estate management and development expertise and capacity and who can be commissioned on contracts aligned to the Councils policy objectives, would be adversely constrained impacting policy, objectives and programmes.

### **Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks**

**10. Risk: Lot 1 and Lot 2 Limited competition**

The Framework and the providers in contract will be the preferred route for all council-led schemes over 100 units.

**Mitigation:**

The framework documents include a number of mechanisms to help ensure value for money for the Council in the framework agreement. Robustness of each bidder's financial offer has been ensured through the tender criterion. For Lot 1 and Lot 2 call offs by mini competition allow further project specific competition. Furthermore, active contract management, monitoring and cost scrutiny over the duration of the framework award will help ensure value for money for the Council. To manage call-off contracts Key performance indicators (KPI) will be implemented, with a right to disqualify a Contractor in case of failure to achieve specific project KPI's or other criteria which may be applied at call off. If the first ranked contractor defaults on KPIs or other criteria, there is an opportunity to appoint the second or third ranked contractors through the cascade provisions under this framework contract. Where a bid offer under any Lots does not in the commissioning authority's assessment achieve value for money the right not to enter into that contract is to be retained. Framework provisions for contractual default are provided, including termination.

**11. Risk: Financial security of the appointed bidder**

The appointed bidders will have weak financial standing, impairing capability to deliver the scope of works set out in call off contracts. Contractor will become insolvent.

**Mitigation:**

All suppliers have undergone rigorous financial evaluation as part of the assessment of economic and financial standing which has been carried out to ensure suppliers are financially sound. Lot 1 bidders have also been required to achieve minimum compliant grades for governance (G2) and financial viability (V2) with the Regulator of Social Housing. Under the framework individual contracts will be called off and instructed as and when needs are identified, at which point further financial checks, and assessments will be required to be provided to monitor risks. Where these are required, performance will be supported by parent company guarantees. For Lot 1 and Lot 2 and in the event of insolvency, the framework structure allows the council to award contracts to other framework providers more quickly and conveniently than if it were required to rerun a new procurement. Therefore, the Council's risk of financial exposure is considered low, in case of a provider organisations financial failure.

**12. Risk: Low use of the framework Lot 1 and Lot 2 by other London**

**Authorities**

The use of the framework over its term by other London Authorities is low with no income generation to the Council.

**Mitigation:**

The framework has been established to allow the Council flexibility in how it manages it's deployment and marketing of the framework over the framework term, according to opportunities, market conditions, Council policy and priorities, and no return has been budgeted. Pro-active marketing of the framework to other London authorities provides an opportunity to improve uptake.

**13. Reputational risk**

If the contracts called offs from this framework under any or all Lots are less in value than those advertised within the ITT bid documentation, including opportunities advertised for Lot 1 and Lot 2 across other London authorities there may be reputational risk to Enfield.

**Mitigation:**

The values that have been given are described as estimates and are subject to projected development and financial pipelines, many of which are contingent on externalities beyond Enfield's control. This has been made clear to bidders within the framework ITT documents. Pro-active marketing of the framework to other London authorities provides an opportunity to improve uptake.

**Preferred Option and Reasons for Preferred Option**

**Reason for the preferred option(s)**

14. As approved by Cabinet (KD5191) the procurement has been undertaken in accordance with the Public Contracting Regulations and Contract Procedure Rules to establish a Framework for Council-led housing developments. The framework agreements will cover the procurement of housing-led development (Use Class residential C3), which may include within it other ancillary uses, for example, commercial, retail, leisure or educational development. The framework will include undertaking the development and management of housing, including raising finance, design and planning processes, physical delivery of housing, sales and marketing of homes, payment of land value for completed homes and the management of Enfield's existing out of Borough Estates.
15. The framework will deliver opportunities offering Enfield additional capacity and capability to accelerate delivery of new affordable homes, improve the quality of affordable housing provision, development management services to deliver them, including sales and marketing, and estate management service.
16. Affordable housing providers working with the council will be enabled to access funding for the development of affordable housing in Enfield through the GLA's Affordable Homes Programme (AHP) which requires partnership working with a range of partners, including London local authorities and Registered Providers. The framework will be utilised to optimise delivery within the 2021-2026 programme period and make a significant contribution to economic growth in the borough.
17. The Cabinet Authority approved a pan-London Enfield-led Framework to accelerate affordable housing across London via other London Authorities. By establishing a forward pipeline of sites and enabling access to the framework by other local authorities this promotes partnership between housing associations and council delivery and creates effective procurement timescales.
18. The framework will be managed over its term to allow unrestrained access by Enfield for calling off relevant contracts within Enfield.
19. For other London local authority users when they call off contracts from this framework a fee will be levied. The amount levied is proportionate to and related to the type, value and/or Lot of the call-off contract and the extent to which procurement support services are required and the framework its management, administration, servicing and marketing along with provision for recuperation of the framework inception and development costs. This will be done under a 'Framework Joining Agreement' which sets out the terms of service provided between Enfield and other eligible users for deployment of this framework to other London authorities [Framework Joining Agreement. Appendix 5]. The time and extent to which the framework may be used by other London authorities is open to review.

20. A framework approach to procuring the Lots covering works and services allows LBE the flexibility to instruct works and services as required. Advice from Trowers and Hamlins LLP was a framework approach is suitable for the scope of these works and services, funding arrangements and to allow consideration of the exact scope of each call off which were not confirmed at the point of commencing procurement.
21. The framework approach also allows for the appointment of several contractors in a ranked order. If the First Ranked contractor defaults on project objectives, there is an opportunity to appoint Second or Third ranked contractor through the cascade provisions in the framework contract.

### **Scope of Works**

22. **Lot 1** will be used to procure development of housing-led sites, with individual site project opportunities anticipated to be contracted as:
- Agreements for Lease;
  - Development Agreements or
  - Forward Funded Sales Agreements
23. Specific requirements for works procured under this Lot 1 will be set-out in the call-off documents but are likely to include (but not be limited to) the following:
- Securing grant funding and raising of development finance
  - Obtaining planning permission
  - Supply chain management
  - Design and construction of housing
  - Design and construction of facilities and infrastructure to support housing
  - Aftercare and effective management of housing stock.
24. This will include all activities necessary to construct housing and associated facilities and infrastructure (e.g. Commercial and employments spaces) and ensure the long-term effective housing and estate management of these sites.
25. **Lot 2** will be used to procure the technical and professional services of providers to support delivery of affordable housing development programmes, including (but not being limited to) the following:
- Development Management services for part of, or the whole lifecycle of development projects
  - Sales and marketing of market sale and affordable homes.
26. **Lot 3** will be used to procure technical and professional managerial services to support the management of affordable housing, with specific emphasis on Enfield's existing out of borough estates.

### **The Procurement Process and Contract Approach**

27. The Procurement Process, Contract Approach and Market Testing are detailed within, the ITT Evaluation Report by Echelon Consultancy Ltd. (*Confidential Appendix 2.1*)
28. A single stage Open procurement process (*summary key heads of terms described in Appendix 1*), with an access agreement for awarding under the Framework Agreement (*Appendix 4*) was developed, agreed and tenders invited and issued with the Find a Tender Service Contract Notice on 12th August 2022.

29. Eleven responses to the ITT across the three lots were returned in nine unique bids on 5th October 2022. One bidder failed to submit the required responses and one Lot 3 bidder failed to meet the criteria. A total of 9 bids were evaluated and are reported for the three Lots and are recommended to progress to the framework award stage (*Confidential Appendix 2.1*).
30. Following the ITT bid submissions, the questionnaires for the three Lots were evaluated by panels comprising senior officers in the Housing Development and Meridian Water Team and Enfield's professional consultants. The financial section of the tender for the three Lots was evaluated by Enfield's finance team and the Council's professional consultants.
31. Tender evaluations for all Lots in response to the ITT were undertaken on a 60/40 quality/cost ratio on a total of nine eligible bids. There were three for Lot 1, five for Lot 2 and one for Lot 3. These were evaluated in line with the criteria set out for each lot in the framework ITT which included assessment of resident engagement, quality of affordable housing, approach to building safety and costs.

## **Relevance to Council Plans and Strategies**

### **32. Good homes in well-connected neighbourhoods.**

The recommendations in this report will enable contracts to be called off and let from this framework under Lots 1,2 & 3 for delivery of development works, development services with sales and marketing, and estate management which will contribute towards unlocking development of new housing in Enfield and at Meridian Water, and sustain the councils strategic ambitions for development of good new homes in well-connected neighbourhoods along with improvements in the management of new and existing estates. In Enfield standards will for example include: the councils 'Charter for Delivering Better Housing Outcomes', 'Design Guidance and Performance Standards: New Council Homes in Enfield' (Draft July 2021), 'The Home Quality Mark One England', The Enfield Intermediate Housing Policy', and optionally include: The Meridian Water Environment and Sustainability Strategy.

### **33. Safe, healthy and confident communities**

The framework scope includes development, design, construction and estate management, encompassing the public realm and green spaces, and enables community, health, and leisure opportunities to be realised. The framework thereby will enhance the value of the council's public realm and green infrastructure and community, health and leisure facilities. The framework allows adoption of various recommendations and standards at call off for example from: Building for a Healthy Life (2020): a design toolkit for neighbourhoods, streets, homes and public spaces, and The Home Quality Mark One (BRE). As part of the procurement, bidders were asked specifically to explain how they will make best use of the opportunities created by contracts delivered under this framework to contribute to the delivery of safe affordable housing and their responses were evaluated as part of the scoring.

### **34. An economy that works for everyone**

It is expected that contracts enabled under this framework for the delivery of affordable housing and its management will contribute across Enfield towards attracting new jobs and business growth in the area supporting residents and the local economy along with the provision of employment opportunities in

construction works and services. As part of the procurement, bidders were asked specifically to explain how they will make best use of the opportunities created by contracts delivered under this framework to contribute to the delivery of sustainable social value outcomes. Their responses in this respect which included for example work generated by development, local sourcing, materials, supplies and labour, training and apprenticeships, were evaluated as part of the scoring.

35. To maximise delivery of up to 2000 new homes in the borough on Council owned sites over the framework term along with estate management services. To further the Council's priorities in the Housing and Growth Strategy 2020-2030 and development as part of the Meridian Water masterplan.

## Financial Implications

*(Drafted by Atul Lad 09/02/2023)*

36. The report proposes the Council enter into a framework agreement with 9 organisations. Enfield Council expects to award 9 contracts through the framework, across 3 lots as detailed in the main body of the report.

37. The total estimated value of the contracts Enfield expect award through the framework agreement is £150m over 6 years. Any award of a contract will be subject to a separate report and budget availability.

38. The total estimated value of contracts awarded through the framework is as set out in the follows:

Lot	Workstream	Estimated Value
Lot 1 – Development & Works	Affordable Housing Packages and Forward Funding Opportunities	£102,700,000
	Development Agreements (Land)	£908,200,000
	<b>Sub-Total</b>	<b>£1,010,900,000</b>
Lot 2 – Development Services with Sales & marketing	Development Management Services	£716,250,000
	Sales and Marketing	£40,900,000
	<b>Sub-Total</b>	<b>£757,150,000</b>
Lot 3 – Estate Management	Estate Management Services	£1,500,000
	<b>Sub-Total</b>	<b>£1,500,000</b>
<b>Totals</b>		<b>£1,769,550,000</b>

39. The total estimated pipeline value of the framework for Enfield only with values estimated over 6 years and subject to available budgets, is as follows:

Lot	Workstream	Estimated Value
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Lot 1 – Development and Works	Affordable Housing Packages and Forward Funding Opportunities	£51,700,000
	Development Agreements (Land)	£68,200,000
	<b>Sub-Total</b>	<b>£119,900,000</b>
Lot 2 – Development Services and Sales	Development Management Services	£24,000,000
	Sales and Marketing	£2,850,000
	<b>Sub-Total</b>	<b>£26,850,000</b>
Lot 3 – Estate Management	Estate Management Services	£1,500,000
	<b>Sub-Total</b>	<b>£1,500,000</b>
<b>Totals</b>		<b>£148,250,000</b>

40. The procurement process for this framework included financial assessment of all bidders to ensure they were economically and financially sound. The assessment included review of financial statements and calculated financial metrics and ratios. Thresholds for those metrics and ratios needed to be met in order to pass the assessment.
41. The financial metrics and ratios assessed the average turnover, profitability, debt and liquidity (do they have enough cash to meet their short-term obligations), based on their audited financial statements from the last 2 years.
42. In addition, a credit report was run on each bidder to highlight any issues based on their credit history.
43. Each organisation on the framework will be monitored on an ongoing basis to ensure their economic and financial standing remains sound. As part of the call off process the financial assessment will be updated along with additional checks, before finalising an agreement.

### Legal Implications

*(Legal implications provided by E.M. on 27/01/2023 based on the version of the report circulated on 26/01/2023 at 15:20)*

44. The Council is required as a best value authority under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.
45. Pursuant to section 8 of the Housing Act 1985, the Council is required to consider the housing conditions and needs in its area with respect to the provision of further housing accommodation.
46. Furthermore, the Council also has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation. A local authority may exercise the general power of competence for its own purpose, for a commercial purpose and/or for the benefit of others. It is therefore considered that the Council has sufficient powers to implement the proposals set out in this report.

47. Pursuant to Public Services (Social Value) Act 2013 the Council is required to consider how the services it commissions and procures might improve the economic, social and environmental well-being of the area.
48. Any procurement must be conducted in accordance with the Council's Constitution, including the Contract Procedure Rules, and the Public Contracts Regulations 2015 (where applicable).
49. Officers must ensure continued compliance with the Framework provisions and with obligations in any grant agreements relating to the delivery of the works.
50. The Council must ensure value for money in accordance with the Best Value Principles under the Local Government Act 1999.
51. With any property dispositions, the Council must have regard to the mandatory procedures in its Property Procedure Rules regarding (amongst other things) the acquisition, management and disposal of property assets and applicable statutory requirements.
52. It is noted that the Council has obtained advice from external legal advisors throughout the process.

### **Equalities Implications**

*(Ref. Appendix 4 – EQIA)*

53. All providers on this framework are required to comply with the Council's Equality commitments as set out in the Council's Equality and Diversity Policy and Equal Opportunities Code of practice, and with any additional measures and Key performance indicators (KPIs) which may be appropriate and specific to the call off.
54. On call offs this framework by all other authorities, contracts will require compliance with the council's base standards and according to that authority's determination and with any additional measures and KPIs which may be appropriate and specific to the call off.
55. Equalities diversity and inclusivity was considered and built into tender selection questionnaire and evaluation criteria, with bidders evaluated on their described EDI objectives, policies and targets, including:
  - Their commitment to improvement.
  - How they innovate.
  - Their willingness to support, sustain and work, in partnership with smaller, specialist and / or bespoke affordable housing providers.
  - Direct and indirect employment training, recruitment and retention initiatives including with estate residents.
  - Use of local supply chains; and
  - Their defined EDI methods of measurement and evaluation of their performance targets.
56. Equalities diversity and inclusivity was considered and built into tender selection questionnaire and evaluation criteria:
  - Bidders were required to describe how they would provide skills training, apprenticeships and commit to social value activities in their delivery.

- All bidders were asked, how their organisation would add Social Value to affordable housing projects under the framework relative to SV measures such as the National Themes, Outcomes and Measures (TOMS) framework, their corporate social value policy, the successful creation of new communities, and the long-term outcomes achieved.
- Bidders for Lots 1 & 3 were further asked how their organisation would work to successfully deliver tenancy sustainment and support across all stages of the 'residents' journey' and the outcomes to be achieved from the dedicated services provided.
- Bidders for Lot 2 were further asked, as part of the Selection Questionnaire, to example key relationships with Black and Ethnic minority (BAME) and specialist registered providers, their partnership deliveries and the added value provided through these relationships.

57. On issuing call off contracts further Social Value and Equalities Impacts may be sought and required from bidders, that are appropriate and specific for each individual contract call.

### **HR and Workforce Implications**

58. Development and management teams will undertake internal staffing and appointment to oversee and manage works and services arising, where call offs are required and sought under this framework.

### **Environmental and Climate Change Implications**

59. Sustainability, climate change and resilience considerations were built into the ITT bid questionnaire and evaluation criteria. All bidders were asked, as part of the Bid Questionnaire to state their experience in delivering and managing sustainable development including:

- The substantial carbon emissions reductions they have achieved (operational or embodied energy);
- How they have advanced and innovated to achieve best sustainable values.
- Developed approaches to the circular economy and zero waste; and
- How their actions have responded to the Authorities Climate Change Action Plan.

60. All bidders were also asked, as part of the ITT bid questionnaire and evaluation criteria, to set out how betterment will be achieved by them, for example, through proposed improvements in:

- Low carbon energy supply and use.
- Low embodied carbon.
- High impact carbon offset.
- Low carbon transport.
- Increased biodiversity.
- Low pollution and water sensitive design.
- Using fewer resources, designing out waste, embedding circularity.
- Programming resilience forward; and
- Having regard to The London Plan 2021, the Meridian Water Environmental Strategy and benchmarked forward from their existing evident standards.

61. On issuing project call off contracts', further sustainability, climate change and resilience impacts may be sought and required from bidders, appropriately and specifically for each individual call.
62. In house sustainability experts were included in setting the criteria and evaluating the bidders responses and these scores were a part of the overall scoring and ranking of the bidders.

### **Public Health Implications**

63. Public Health requirements for development, development services and estate management were included in the tender information and these requirements may be supplemented with further project specific detail if required on each project call-off.
64. As part of the Selection Questionnaire:
  - All bidders for Lot 1 & Lot 3 were asked about their track record in bettering their tenancy sustainment and responses to residents' complaints and housing and estate management expertise.
  - All bidders for Lot 2 were asked about their risk management
65. As part of the ITT bids for Lots 1, all bidders were asked about how they would achieve better and healthier homes, with better estate amenity and management through better:
  - High quality housing, placemaking and design, and
  - Meet performance requirements set out in Enfield's 'Charter for delivering better Housing Outcomes' and 'The Charter for Social Housing Residents: social housing white paper' Jan. 2022 update) social housing.

### **Property Implications**

66. As no works for specific sites or services are contracted until a project is called off the framework, awards on to this framework are not considered to have property implications.

### **Safeguarding Implications**

67. Requirements for development, pre-construction, construction, and management Health and Safety Information were included in the tender information and these requirements may be supplemented with further project specific detail if required on each project call-off.
68. As part of the Selection Questionnaire:

All bidders were asked about their track record in bettering their building safety standards, their achievements and improvements, their investment in safety standards, and engagements sustained with tenants and leaseholders in these processes.
69. Safeguarding implications were considered and built into the ITT bid questionnaire and evaluation criteria, where all bidders were asked how their organisation:

- Will be responding to the Dame Judith Hackitt inquiry findings, recommendations, proposed regulatory and legislative changes.
- Will mitigate residents' risks and liabilities through improving their management of building safety standards
- Will be implementing the Building Safety Act 2022;
- How responsibility will be embedded, and stakeholders will be engaged.

70. In respect of Equalities, Modern slavery and Data protection requirements have been placed on all bidders within the Framework Agreement to comply with: The Equalities Act 2010, Section 54 of the Modern Slavery Act 2015, the General data Protection Regulation (EU) 2016/679, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the Legislation Enforcement Directive (Directive (EU) 2016/680).

71. Providers have been required to warrant its personnel, associated persons and operations shall not engage in corrupt activity under section 7 of the Bribery Act, within the Framework Agreement.

72. In this report no other direct safeguarding implications are identified.

## **Procurement Implications**

73. The procurement was undertaken using the London Tenders Portal (initially ref DN558226) using the Find a Tender Service. The procurement was carried out on behalf of the Council by Echelon Consultancy Limited.

74. As the procurement was undertaken by Echelon Consultancy Limited, with Procurement oversight of the documentation and process and reviewed relevant documentation and commented where necessary. This procurement has been carried out in accordance with the Council's Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015). Ultimate accountability for compliance lies with Echelon Consultancy Limited.

75. The award of the framework contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including arrangements for the future management of the framework. The awarded framework contract must be promoted to Contracts Finder to comply with the Government's transparency requirements. Any call-offs should also be uploaded to the London Tenders Portal.

76. As the framework estimated value is in excess of £500,000 the CPR's state that the contract must have a nominated contract manager in the Council's e-Tendering portal. The contract will be managed in line with the Contract Management Framework and evidence of robust contract management, including, operations, commercial, financial checks (supplier resilience) and regular risk assessment of framework providers shall be uploaded into the Council's e-Tendering portal.

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## **Appendices**

- 1 Summary Key Heads of Terms
- 2 Framework Agreement
- 3 Framework Joining Agreement
- 4 Equality Impact Assessment (EQIA)

## **Part 2**

### **Confidential Appendix**

- 2.1 Affordable Housing Providers (AHP) Framework: ITT Evaluation Report by Echelon Consultancy Ltd.

## **Background Papers**

The following documents have been relied on in the preparation of this report:  
Cabinet Report 9<sup>th</sup> December 2020 (KD5191)

**#Departmental reference number, if relevant:**

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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## Affordable Housing Providers Framework Procurement

### APPENDIX A

#### Summary Key Heads of Terms

**1. Framework Term** - 4 years plus an option to extend the framework by 2 years

**2. Framework Value** *(NB all figures estimated and excl. VAT)*

Lot 1:	Enfield	£119,900,000	pan- London o/a	£1,010,900,000
Lot 2	Enfield	£26,850,000	pan- London o/a	£757,150,000
Lot 3	Enfield	£1,500,000	pan- London o/a	£1,500,000
<b>Estimated total max. potential framework value:</b>				<b>£1,769,550,000</b>

**3. The Lots & Award numbers** (bidders may be awarded onto one or more Lots).

**Lot 1**

Development and Works (Agreement for Lease; Development Agreement or Forward Fund Sales Agreement), with 3 provider framework contracts awards.

**Lot 2**

Development Services and Sales & Marketing, with 5 provider framework contract awards.

**Lot 3**

Estate Management (for ENFIELD out of Borough Estates) with 1 provider framework contract award.

**4. The Providers**

The procurement for the providers under this framework has been developed to -

- Ensure regulated standards are met,
- Provide quality and value
- Monitoring (incl. of estate management standards),
- Ensure partnering under ENFIELD's Charter for Delivering Better Housing Outcomes.

**Lot 1:**

Comprises duly qualified Registered Providers, or Registered Providers leading a consortium so:

- They can access unique development funding as investment partners with the GLA.
- They have to be compliant with regulatory standards, rent setting policy, are subject to nominations and are required to uphold standards of service set by the register and having close alignment to the public sector.
- Their annually audited governance, administration and financial standing is evaluated and graded to the register's standards.

**Lot 2 & Lot 3:**

Comprises all duly qualified providers.

**5. Financial criteria at SQ stage** *(applied turnover thresholds)*

<b>Lot 1</b>	£45m
<b>Lot 2</b>	£2.5m
<b>Lot 3</b>	£2.5m

The threshold value maybe raised at Call Off to suit specific contracts

**6. Evaluation & Assessment** *(Price / Social Value / Quality)*

The ITT stage was split on a 50% quality, 10% social value and 40% cost ratio. In the quality assessment:

### Social Value (SV)

Within the ITT Questions for each Lot SV is weighted at 10% with detail terms carried forward to the Call-Offs enabling them, where they are formulated as TOMS, to be apportioned, or the exact Social Value requirements will be set out in the call-off documents on a project-by-project basis and bespoke to the requirements of each contract based on its nature, value and duration.

## 7. Key Performance Indicators.

**KPIs** – Various KPIs are referenced and embedded in the framework suite including within the specifications and Appendices. In the ITT questions KPI's were referenced and providers responded on their own performance and understanding.

For each Lot and individual project called off this framework, additional project specific KPI's can be provided and the KPI's that have been provided can be amended or swapped out, as may be most appropriate.

## 8. Insurance

- **All Lots:** a minimum level is provided for under the framework and the levels may be raised at Call Off to suite specific contracts but are capped and have limited liability.
- **Lot 1:**

Employer' (compulsory) Liability insurance	£10m
Public Liability	£25m
Professional Indemnity	£10m
Product Liability	£10m.
- **Lot 2:**

Employer' (compulsory) Liability insurance	£10m
Public Liability	£5m
Professional Indemnity	£3m
Product Liability	£10m
- **Lot 3:**

Employer' (compulsory) Liability insurance	£10m
Public Liability	£5m
Professional Indemnity	£3m
Product Liability	£10m

## 9. Framework Specifications

The following framework specifications have been provided for use in this framework:

- **All Lots:** General Requirements Specification'.
- **Lot 1:** Development and Works Specification  
*(NB. to which the **Lot 3** Estate Management Specification also applies where ever estate management is to be provided under the call off contract)*
- **Lot 2:** Development Services and Sales Specification
- **Lot 3:** Estate Management Specification.  
*(NB. Which also applies to **Lot 1** Development and Works Specification where applicable)*

For each Lot and individual project called off this framework, additional project specific specifications are to be provided as may be appropriate, for each framework call off.

## 10. Call Offs

Works and Services may be called-off under the Framework via Direct Award (Direct Selection) or through the running of a Mini-Competition. The processes for both options are set out within the Framework Agreement.

The Council or an Authorised User may invite, in writing, a Framework Provider to enter into a Call-Off Contract without any further competition between the Framework Providers ("Direct Selection") where:

**Lot 1:**

- The Call-Off Contract relates to Lot 1 and the gross development value of the project is estimated by the Council or the Authorised User to be £30million or less; and
- The Council or the Authorised User is able to determine which Framework Provider will provide it with the most economically advantageous offer for the proposed Call-Off Contract by reference to the Framework Providers' tender submissions for the Framework Agreement and having regard to the particular requirements of the Call-Off Contract in question.

**Lot 2:**

- The Call-Off Contract relates to services to be awarded under Lot 2 and:
- The Council or the Authorised User is able to determine which Framework Provider will provide it with the most economically advantageous offer for the proposed Call-Off Contract by reference to the Framework Providers' tender submissions for the Framework Agreement and having regard to the particular requirements of the Call-Off Contract in question;
- In relation to awards by the Council only, where the estimated value of the Call-Off Contract is less than £500,000.

**Lot 3:**

- The Call-Off Contract relates to services to be awarded under Lot 3, which has only one framework provider and:
- The Council or the Authorised User is able to determine whether the Framework Provider will provide it with the most economically advantageous offer for the proposed Call-Off Contract by reference to the Framework Providers' tender submissions for the Framework Agreement and having regard to the particular requirements of the Call-Off Contract in question;
- In relation to awards by the Council only, where the estimated value of the Call-Off Contract is less than £500,000.

## **11. Direct Award Criteria**

Without any further competition between the Framework Contractors, the Council or an Authorised User may award a Call Off Contract directly to a Framework Contractor ("Direct Selection") further to section 10 above, in any of the following circumstances:

- To the number 1 ranked Framework Contractor on the Framework Lot in question. Should the number 1 ranked Framework Contractor not wish to accept the award of the Call Off Contract, the Authority or Authorised User may award the Call Off Contract by Direct Selection to the number 2 ranked Framework Contractor on the Framework Lot in question, and so on;
- To a Framework Contractor where the Framework Contractor has introduced the site to which the Call Off Contract relates to the Authority or the Authorised User;
- To a Framework Contractor where the Framework Contractor has already carried out works or services at risk for the Authority or the Authorised User in relation to the site to which the Call Off Contract relates;
- To a Framework Contractor where the Call Off Contract has substantial similarities to a previous project in which the Framework Contractor was involved (whether such project was the subject of a Call Off Contract awarded under this Framework Agreement or not);
- To a Framework Contractor where for reasons of urgency it is not reasonably practicable to award the Call Off Contract by way of a Mini-Competition.

These criteria are in addition to those set out in Clause 4.2 of the Framework Agreement.

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dated

**The Mayor and Burgesses of the London Borough of Enfield**

and

[XXXXXXXXXX]

and

[Guarantor]

## **Framework Agreement**

in relation to [XXXXXXXXXXXXXXXXXXXXXX]

## Framework Agreement

dated

### Parties

- (1) **The Mayor and Burgesses of the London Borough of Enfield** of Civic Centre Silver Street Enfield EN1 3XA (the **Council**); and
- (2) [ ] (the **Provider**).
- (3) [ ] (the **Guarantor**).

### Introduction

- (A) The Council is setting up a framework of affordable housing providers to provide a range of works and services (divided into Framework Lots) which the Council and Authorised Users can call upon on an ad hoc basis as required.
- (B) Following the issue of Contract Notice [ ] and following a due tender process (the **Tender Process**) carried out in accordance with the Public Contract Regulations 2015, the Provider has been selected by the Council to be appointed to the Framework and is hereby appointed to one or more of the Framework Lots as set out in Schedule 1 (Framework Lots and Providers) of this Framework Agreement.
- (C) The Provider acknowledges that the Framework Providers have, at the above date entered into framework agreements with the Council on similar terms to this Framework Agreement.
- (D) This Framework Agreement is intended to govern the on-going relationship between the Provider, the Council and the Authorised Users in connection with any request made by the Council or an Authorised User to the Provider to carry out any Project(s).
- (E) This Framework Agreement is designed to encourage the Council, the Authorised Users and the Framework Providers to work with each other in an open, co-operative and collaborative manner in a spirit of mutual trust, respect and co-operation with the joint intention of achieving the Framework Objectives.
- (F) The Provider represents that it has the necessary capabilities, resources, competent personnel and experience to carry out the Projects and is willing to do so on the terms and conditions set out in this Framework Agreement.
- (G) It is the Parties' intention that neither the Council nor any Authorised User has any obligation to instruct the Provider to carry out any Project under this Framework Agreement or at all.

### Agreed terms

#### 1 Definitions and interpretation

##### 1.1 Definitions

In this Framework Agreement words and expressions shall have the following meanings:

**Access Agreement** means an agreement between the Council and an Authorised User substantially in the form of Schedule 6;

**Anti-corruption Policy** means the Council's ethics, anti-bribery and anti-corruption policy or policies as the same may be amended from time to time and notified to the Provider in writing;

**Associated Person** means a person (including an employee, agent or subsidiary) who performs services for or on behalf of the Provider;

**Authorised Users** means any contracting authority (as defined in regulation 2 of the PCR 2015) other than the Council as described in the Contract Notice;

**Bribery Act** means the Bribery Act 2010 and any re-enactments, amendments and relevant regulations;

**Call-Off Contract** means any agreement referred to in Schedule 4 which may be entered into in writing between the Council or an Authorised User and the Provider in relation to a Project;

**Change of Control** means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;

**Complaint** means any formal complaint raised by any Authorised User in relation to the Provider's performance under this Framework Agreement or any Call-Off Contract.

**Confidential Information** means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

**Conflict of Interest** means any actual or potential conflict of interests between the personal or pecuniary interests of the Parties to this Framework Agreement;

**Corrupt Activity** means extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering or any similar activity bribery and/or corruption including, without limitation, any activity, practice or conduct which would or could constitute an offence under Sections 1, 2 or 6 Bribery Act whether in connection with any Project or otherwise;

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) each as amended and any other applicable legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or Supervisory Authority and applicable to a Party;

**Data Subject** shall have the same meaning as set out in the Data Protection Legislation.

**EIR** means the Environmental Information Regulations 2004 as amended from time to time;

**EIR Code** means the Code of Practice on the Discharge of Public Authorities' Functions under section 16 EIR and any re-enactments and amendments;

**Equality Act** means the Equality Act 2010 and any re-enactments, amendments and relevant regulations;

**Equality Duty** shall have the meaning given to it in clause 17.2 **Error! Reference source not found.**;

**Fee Schedule** means the Provider's fee schedule as set out in Schedule 3 (Fee Schedule) of this Framework Agreement;

**First Placed Framework Contractor** means, in respect of each Framework Lot, the provider identified as such in Schedule 1;

**FOIA** means the Freedom of Information Act 2000 and any re-enactments, amendments and relevant regulations;

**FOIA Code** means the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of Public Authorities' Functions under section 45 FOIA and any re-enactments and amendments;

**Framework Lots** means the works and services divided into lots as referred to in the Contract Notice / Find a Tender Service Notice and set out in Schedule 1;

**Framework Manager** means [ ];

**Framework Objectives** means the strategic aims and objectives of the Framework as described in clause 3.

**Framework Providers** means the providers listed in Schedule 1 (Framework Lots and Providers) who are appointed as members of the Framework;

**Framework Term** has the meaning given to it in clause 2;

**Information** means 'information' as defined in section 84 of the FOIA and/or 'environmental information' as defined in section 2 of the EIR;

**Insolvency Act** means the Insolvency Act 1986 and any enactments, amendments and relevant regulations;

**Insolvency Event** means:

- (a) any of the following events:
  - i an order is made for its winding up or a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up or any such resolution is passed (otherwise than for the purpose of a

solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Provider or the Council); or

- ii a receiver (including any administrative receiver) or similar person is appointed in respect of the whole or any part of any of its property, assets or undertaking or any step is taken by any person to enforce any rights under or pursuant to any security interest of any kind over any of its undertaking, property or assets;
  - iii an administrator is appointed (whether by the court or otherwise) or any step is taken (whether in or out of court) for the appointment of an administrator or any notice is given of an intention to appoint an administrator;
  - iv any distress, execution or other process is levied or applied for in respect of the whole or any part of any of its property, assets or undertaking which is not remedied within 14 days;
  - v any composition in satisfaction of its debts or scheme of arrangement of its affairs or compromise or arrangements between it and its creditors and/or members or any class of its creditors and/or members is proposed, sanctioned or approved;
  - vi it is unable to pay its debts for the purposes of the Insolvency Act or it becomes insolvent under any applicable legislation; in relation to a Provider which is an individual, he is adjudged bankrupt or enters into any composition or arrangement with his creditors generally; or
- (b) any event analogous to any of the above occurs in any jurisdiction in which the Provider or Client is incorporated, carries on business or has any assets;

**Intellectual Property Rights** means all intellectual property rights (including patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how and confidential information) and all applications for protection of any of the same;

**KPIs** means the key performance indicators included at Schedule 7 or included in any relevant Call Off Contract.

**Legislation** means:

- (c) any Act of Parliament; and/or
- (d) any subordinate legislation within the meaning of Section 12(1) of the Interpretation Act 1978; and/or
- (e) any exercise of the Royal Prerogative

in each case within the United Kingdom;

**Mini-Competition Evaluation Criteria** means the evaluation criteria set out in Schedule 2 (Mini-Competition Evaluation Criteria);

**Mini-Competition Procedure** means the procedure described in clause 4.3 to 4.8;

**Modern Slavery Legislation** means the legislation referred to in Section 54 of the Modern Slavery Act 2015 and any re-enactments, amendments and relevant regulations;

**Parties** means the signatories to this Framework Agreement;

**PCR 2015** means the Public Contracts Regulations 2015 (SI No. 2015/102) (as amended) and any re-enactments, amendments and relevant regulations;

**Personal Data** shall have the same meaning as set out in the Data Protection Legislation.

**Project** shall mean any works or services instructed by the Council or an Authorised User pursuant to this Framework Agreement and to be carried out by the Provider or any Framework Provider pursuant to a Call-Off Contract;

**Provider Disqualification Event** means any of the following events:

- (a) the Provider has breached any of its obligations under a Call-Off Contract (including fundamental breach or breach of a fundamental term) and the Council (acting reasonably) has confirmed to the Provider that the appropriate remedy or measure is to exclude the Provider from the Selection Procedure for the award of future Call-Off Contracts under this Framework Agreement until the performance failures have been remedied to the Council's reasonable satisfaction; or
- (b) the Council or an Authorised User and the Provider have a dispute or difference under this Framework Agreement and/or a Call-Off Contract that has been referred for formal determination to adjudication or court proceedings; or
- (c) the Provider or the Guarantor becomes Insolvent and/or suffers an Insolvency Event; or
- (d) the Provider's or the Guarantor's financial circumstances have changed to the extent that, in the reasonable opinion of the Council, shall materially adversely affect the ability of the Provider to carry out the relevant Project in accordance with this Framework Agreement or any Call-Off Contract; or
- (e) The Provider's or the Guarantor's financial circumstances have changed since the selection questionnaire stage of the procurement and the Provider has not notified the Council of such change; or
- (f) The Provider has been judged as less than G2 or V2 by the Regulator of Social Housing; or
- (g) The Provider has participated in and been successful in a previous Call-Off process and the Council has been unable to enter into the Call-Off Contract with the Provider as the Provider proposed unacceptable changes to the Call-Off Contract;

- (h) the Provider has failed to maintain the professional skills, expertise and knowledge of its staff and personnel as required by the Framework Programme provided that such failure has been notified by the Council to the Provider and not addressed and rectified to the Council's reasonable satisfaction within (10) Working Days of said notification; and/or
- (i) the Provider has failed to satisfy the Council's pre-construction health and safety competency check and is guilty of a material breach of any health and safety regulation or is subject to prosecution by the Health and Safety Executive; and/or
- (j) the Provider has failed to maintain to the requisite level of cover all or any of its insurances required under any Call-Off Contract; and/or
- (k) the Guarantor and/or the Provider is under investigation for or subject to prosecution for or is guilty of a breach of any law or regulation; and/or
- (l) the Provider has failed to conduct itself in all respects in a manner consistent with its appointment as a Framework Provider; or
- (m) the Council or an Authorised User has terminated the appointment of the Provider pursuant to the terms of a Call-Off Contract solely due to the default of the Provider; or
- (n) the Provider has failed one or more of the KPIs; or
- (o) a right to terminate this Framework Agreement arises in accordance with clause 24.

**Request for Information** has the meaning set out in the FOIA or any apparent request for information under the FOIA, the EIR, the FOIA Code or the EIR Code;

**Second Placed Framework Contractor** means, in respect of each Framework Lot, the provider identified as such in Schedule 1

**Selection Procedure** means the procedure described in Schedule 1, Part 1;

**Supervisory Authority** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation, including the UK Information Commissioner's Office, or any successor or replacement bodies from time to time;

**Supply Chain** means any and all persons engaged by the Council, an Authorised User or the Provider (as appropriate) in connection with a Project with which the Provider is involved;

**Tender Process** has the meaning given to that term in Recital B;

**Third Placed Framework Contractor** means, in respect of each Framework Lot, the provider identified as such in Schedule 1

**UK Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection

Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the Legislation Enforcement Directive (Directive (EU) 2016/680);

**Working Day** means Monday to Friday inclusive but not including Saturday, Sunday or any declared public holiday in England;

## 1.2 Interpretation

- 1.2.1 The clause and schedule headings in this Framework Agreement are for convenience only and do not affect its interpretation.
- 1.2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 The schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement. Any reference to this Framework Agreement includes the schedules.
- 1.2.4 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.2.5 Words importing the singular meaning shall include where the context so allows the plural meaning and vice versa.
- 1.2.6 Words of one (1) gender include the masculine, feminine and neuter genders and words denoting natural persons include firms and companies and all are to be construed interchangeably in that manner.
- 1.2.7 Where the context so admits references in this Framework Agreement to a clause or schedule are to a clause or schedule of this Framework Agreement.
- 1.2.8 A reference to any statute or statutory instrument shall include a reference to any consolidation, extension, amendment or replacement of it for the time being in force.
- 1.2.9 A reference to any statute or statutory instrument shall include all subordinate legislation made under that statute or statutory instrument.
- 1.2.10 A reference to a party's consent or approval being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.2.11 An obligation on a party not to do something includes an obligation not to agree that thing to be done.
- 1.2.12 A reference to writing or written does not include email.
- 1.2.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2 **Term of this Framework Agreement**

2.1 This Framework Agreement shall commence on the date hereof and shall continue for a total duration of four (4) calendar years or until it is otherwise terminated or extended in accordance with the provisions of this Framework Agreement (the **Initial Term**).

2.2 Prior to the expiry of the Initial Term, the Council may, at its absolute discretion, serve notice on the Provider in writing extending the term of this Framework Agreement for a further period or further periods of up to two (2) calendar years (the **Extension Period**), to a maximum Framework Term period of six (6) calendar years. In the event that the Council serves notice under this clause 2.2 the term of this Framework Agreement will be extended in accordance with the notice.

2.3 If the Framework Agreement is further extended under clause 2.2, the Framework Agreement shall terminate automatically at the end of the Extension Period without further notice unless terminated earlier in accordance with the provisions of this Framework Agreement.

2.4 The Parties acknowledge that the Council may issue one or more Call-Off Contracts to the Provider that extends beyond the Framework Term.

2.5 Notwithstanding any other provision of this Framework Agreement to the contrary, neither the Council nor any Authorised User is obliged to enter into any Call-Off Contracts with the Provider during the Framework Term and nothing in this Framework Agreement shall operate to:

2.5.1 prevent the Council or an Authorised User from dealing with any third party (including without limitation the other Framework Providers and/or any competitors); or

2.5.2 require the Council or any Authorised User to award a committed or guaranteed number of Call-Off Contracts to any of the Framework Providers; or

2.5.3 oblige the Council or any Authorised User to award a Call-Off Contract following a Mini-Competition.

For the avoidance of doubt, neither the Council nor any Authorised User shall be liable for any loss of profits, loss of contracts or other costs or losses suffered or incurred by the Provider as a result of the Provider not being awarded one or more Call-Off Contracts during the Framework Term.

## 3 **Framework Objectives**

3.1 The Framework Objectives are as follows:

[TO INCLUDE – from ITT]

## 4 **Selection and appointment of Framework Providers**

4.1 Following the Tender Process the Framework Providers listed in Schedule 1 in order of ranking in the Tender Process have been appointed.

- 4.2 Where the Council or an Authorised User wishes to award a Call-Off Contract under this Framework Agreement the selection of a Framework Provider from a Framework Lot shall be made by the Council or the Authorised User either by Direct Selection in accordance with the provisions of clause 4.2, or by way of Mini-Competition in accordance with the provisions of clauses 4.3 to 4.8. For the avoidance of doubt, the decision as to whether to select a Framework Provider by Direct Selection or by way of a Mini-Competition shall be entirely at the Council's or the Authorised User's discretion.

**Direct Selection**

- 4.3 The Council or an Authorised User may invite, in writing, a Framework Provider to enter into a Call-Off Contract without any further competition between the Framework Providers ("**Direct Selection**") where:

- 4.3.1 In relation to Lot 1:

- (a) the Framework Provider owns a site either currently being developed or proposed for development which is located adjacent to a site owned by the Council/Authorised User in respect of which the Council/Authorised User intends to award a Call-Off Contract under Lot 1; OR
- (b) in accordance with the selection procedure set out in Schedule 2;

- 4.3.2 In relation to Lot 2:

- (a) the Framework Provider owns a site:
  - i which is located adjacent to a site owned by the Council/Authorised User in respect of which the Council/Authorised User requires Lot 2 Services; and
  - ii in respect of which that Framework Provider is or will be undertaking services substantially similar in nature to the Lot 2 services required by the Council/Authorised User: OR
- (b) the Council or the Authorised User is able to determine which Framework Provider will provide it with the most economically advantageous offer for the proposed Call-Off Contract by reference to the Framework Providers' tender submissions for the Framework Agreement and having regard to the particular requirements of the Call-Off Contract in question;

- 4.3.3 In relation to Lot 3, in accordance with the selection procedure set out in Schedule 2.

**Mini Competition**

- 4.4 If the Council or an Authorised User wishes to award a Call-Off Contract by way of a Mini-Competition, the Council or the Authorised User shall identify the Framework Providers appointed to the relevant Framework Lot who are capable of carrying out the particular Call-Off Contract, and shall send those Framework Providers an invitation in writing (the "**Call-Off Invitation**") setting out:

- 4.4.1 the scope, location and details of the relevant Project;

- 4.4.2 the scope of works or services to be provided;
- 4.4.3 the programme, key milestones and dates to be achieved;
- 4.4.4 the template Call-Off Contract with any project specific amendments required by the Council;
- 4.4.5 any constraints relating to the scope of services to be provided;
- 4.4.6 supporting documents and drawings, and
- 4.4.7 the applicable evaluation criteria which shall be based on the Mini-Competition Evaluation Criteria with such amendments as the Council or the Authorised User may stipulate to reflect the requirements of the Call-Off Contract in question

and invite such Framework Providers to submit a written response to the specific issues covered in the Call-off Invitation (the “**Call-off Tender**”) within a defined timescale, such timescale being of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the works or services in question, the nature of the Council’s or the Authorised User’s requirements and the time needed to compile and submit proposals.

4.5 The Council or an Authorised User, at its absolute discretion, may choose not to invite a Framework Provider to participate in a Mini-Competition Procedure if the Framework Provider:

- 4.5.1 confirms in writing that it does not want to or cannot provide the Project anticipated in the Call-off Invitation; and/or
- 4.5.2 suffers a Provider Disqualification Event; and/or
- 4.5.3 is unlikely to be able to conclude a Call-Off Contract on acceptable terms (including terms which include a substantial variation) with the Council or an Authorised User; and/or
- 4.5.4 is demonstrating issues with capacity and has been unable to satisfy the Council or Authorised User that it will be able to deliver the Project in addition to other projects that it is already committed to deliver.

4.6 The Council or the Authorised User shall evaluate the Call-off Tenders received from the Framework Providers in accordance with the Mini-Competition Evaluation Criteria set out in Schedule 2 as clarified or supplemented in each Call-off Invitation and all Framework Providers invited to take part in the Mini-Competition will be informed of the outcome of that evaluation.

4.7 The Provider shall be responsible for its own costs in relation to any Mini-Competition Procedure and acknowledges and agrees that neither the Council nor any Authorised User shall have any liability for such costs under any circumstances.

4.8 If the Framework Provider who is ranked first in a mini-competition:

- 4.8.1 declines a Call-Off Contract which it is to be awarded in accordance with the Mini-Competition Procedure; or
- 4.8.2 suffers a Provider Disqualification Event; or
- 4.8.3 is not able to conclude a Call-Off Contract on acceptable terms (including terms which include a substantial variation) with the Council or an Authorised User,

the Council or the Authorised User may, at its sole discretion, award the Call-Off Contract to the Framework Provider who is ranked second in the mini-competition.

4.9 If, having been offered a Call-Off Contract in accordance with clause 4.8, the Framework Provider who is ranked second in the mini-competition:

- 4.9.1 declines a Call-Off Contract which it is to be awarded in accordance with the Mini-Competition Procedure; or
- 4.9.2 suffers a Provider Disqualification Event; or
- 4.9.3 is not able to conclude a Call-Off Contract on acceptable terms (including terms which include a substantial variation) with the Council or an Authorised User,

the Council or the Authorised User may, at its sole discretion, award the Call-Off Contract to the Framework Provider who is ranked third in the mini-competition.

4.10 The Council's or Authorised User's discretion to award Call-Off Contracts in accordance with the provisions in clauses 4.8 and 4.9 is subject always to the Framework Providers:

- 4.10.1 complying with the Requirements of the selection questionnaire used in the original Tender Process and/or any further financial tests that the Council or the Authorised User decides is prudent to undertake; and
- 4.10.2 being in all other respects of good standing.

**Appointment**

4.11 If the Provider is selected to carry out a Call-Off Contract (whether following a Mini-Competition or by Direct Selection), the Council or the Authorised User may issue a Call-Off Contract to the Provider for execution.

4.12 The Provider shall execute and return the Call-Off Contract to the Council or the Authorised User within ten (10) Working Days of receipt of the same or such longer period as the Council or the Authorised User may in their absolute discretion agree.

4.13 If the Provider fails to comply with its obligation in clause 4.11 above, the Provider shall be deemed to have declined the offer to enter into the Call-Off Contract and the Council or the Authorised User may appoint the next placed Framework Provider in the Mini-Competition Procedure or recommence the selection process as it shall in its absolute discretion determine.

4.14 The terms of this Framework Agreement will supplement and complement the terms of any Call-Off Contract. In the event of any conflict or discrepancy between the terms of a Call-

Off Contract and the terms of this Framework Agreement the terms of the relevant Call-Off Contract will prevail.

## 5 **Payment**

5.1 The fee payable to the Provider for the carrying out of services pursuant to any Lot 2 or Lot 3 Call-Off Contract awarded to it will be calculated by reference to the rates and prices set out in the Provider's Fee Schedule subject to:

5.1.1 any refinements that are necessary to reflect the particular requirements of the Call-Off Contract in question; and/or

5.1.2 any reduction that may be offered and agreed pursuant to a Mini-Competition.

## 6 **Framework Management**

6.1 This Framework Agreement will be managed by the Council or by an entity appointed by the Council to manage this Framework Agreement on the Council's behalf. Individual Projects and Call-Off Contracts will be the responsibility of the Council or Authorised Users (as applicable).

6.2 An Authorised User wishing to enter into a Call-Off Contract with a Framework Provider in respect of a Project must first enter into an Access Agreement with the Council.

6.3 The Provider shall only enter into Call-Off Contracts with an Authorised User where:

6.3.1 The Provider has been notified in writing by the Council (including without limitation by email from an authorised representative of the Council provided to an Authorised User which the Authorised User then shares with the Provider) that the Authorised User has entered into an Access Agreement in relation to the Project; and

6.3.2 The Provider has not been notified that the relevant Access Agreement has been terminated or the relevant Authorised User has been suspended from entering into Mini-Competitions and or Call-Off Contracts has been suspended in accordance with clause 6.4;

6.4 The Council may at any time suspend any Authorised User from entering into Mini-Competitions and/or Call-Off Contracts under this Framework Agreement. The Council will notify the Provider of any such suspension. Any Mini-Competition and/or Call-Off Contract entered into with that Authorised User after the date of notification will not be made pursuant to this Framework Agreement. In such circumstances it will be the exclusive responsibility of the Authorised User and the Provider to ensure full compliance with any applicable procurement Legislation:

6.5 In relation to a Project which is the subject of an Access Agreement, the Authorised User will be exclusively responsible for the selection of a Framework Provider in accordance with Clause 4 and for the managing a Call-Off Contract between it and the selected Framework Provider. The Council will not be party to any selection procedure carried out by an Authorised User and will have no responsibility or liability for any work or services procured by an Authorised User under this Framework Agreement.

**7 Performance Review**

7.1 The Council and the Provider shall work together and individually, in accordance with this Framework Agreement and each Call-Off Contract (as relevant), to achieve a transparent and co-operative exchange of information in all matters relating to this Framework Agreement and each Call-Off Contract

7.2 Throughout the Framework Term, the performance of the Provider in relation to any Call-Off Contracts it is awarded and the contribution of the Provider to the achievement of the Framework Objectives shall be monitored and assessed by reference to the KPIs incorporated into the relevant Call-Off Contracts and the KPIs at Schedule 7.

7.3 The Provider shall provide the Council and the Authorised Users with such information as may be reasonably requested by the Council to demonstrate progress against KPIs and the Framework Objectives.

7.4 Periodically during the Framework Term the Council may carry out an assessment and make a written report of the Provider's performance against each of the relevant KPIs incorporated in a Call-Off Contract and the KPIs at Schedule 7. Once any such report has been compiled, the Council and the Provider will review the report with a view to:

7.4.1 identifying any aspects of the Council's or the Authorised User's performance or that of any other adviser that may have had an adverse effect upon the performance of the Provider;

7.4.2 identifying any aspects of the Provider's, the Council's, the Authorised User's or any other relevant adviser's performance that could be improved upon; and

7.4.3 assessing whether the existing KPIs have proved to be and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of the performance of the Provider in the achievement of the Framework Objectives.

7.5 The Council shall be entitled to disclose the reports referred to in clause 7.4 to the other Framework Providers and Authorised Users and to discuss the performance of the Provider with the other Framework Providers and Authorised Users as it deems necessary or appropriate.

**8 Financial Evaluation**

Up to date financial information including audited accounts will be supplied by the Framework Providers to the Council once per year to verify good standing.

**9 Review Meetings**

9.1 The Provider shall attend all meetings as may be necessary for the proper performance of this Framework Agreement.

9.2 Without prejudice to the generality of clause 9.1, twelve (12) months after the Commencement Date and every twelve (12) months thereafter until the end of the Framework Term, the Council may convene a meeting with such Authorised Users and Framework Providers as the Council may specify by giving such persons not less than five (5) Working Days' notice in writing to:

- 9.2.1 share experience and lessons learnt from completed Projects;
- 9.2.2 review any KPIs collated and analysed;
- 9.2.3 identify areas of success or areas for improvement in the successful carrying out of Projects and the achievement of the Framework Objectives;
- 9.2.4 share knowledge and experience in the pursuit of continuous improvement;
- 9.2.5 provide feedback to the Council on any Mini-Competitions launched and/or Call-Off Contracts awarded by Authorised Users;
- 9.2.6 discuss comments on the forms of Call-Off Contract to identify any problem areas and, if non substantial, proposals to address such issues;
- 9.2.7 publish details of the workload of each Framework Provider to ensure transparency of information; and
- 9.2.8 dealing with any other matter referred to it by any Framework Provider and/or Authorised User.

9.3 Each meeting called in accordance with the provisions of clause 9.2 shall be chaired by the Framework Manager (or in their absence a person to be agreed at that meeting).

## 10 **Supply Chain**

10.1 The Provider shall use reasonable endeavours to ensure that all members of its Supply Chain are made aware of, understand and are prepared to embrace and adhere to the principles of collaborative working envisaged in this Framework Agreement with a view to achieving the Framework Objectives.

10.2 The Provider shall, where appropriate, work with the members of the Council's and the Authorised Users' Supply Chains in an open, co-operative and collaborative manner with a view to achieving the Framework Objectives.

## 11 **Key Personnel and employees**

11.1 The Provider shall employ individuals with the necessary skills, qualifications and experience to fulfil its role, expertise and responsibilities under this Framework Agreement.

11.2 The Provider shall allocate a sufficiently experienced individual to be the key contact for this Framework Agreement and shall ensure that the Council is provided with full contact details for such individual.

12 **Guarantee**

The Guarantor agrees with the Council that it will enter into any Call-Off Contract as Guarantor to the Provider or otherwise provide a guarantee of the Provider's obligations under any Call-Off Contract when called to do so by the Council or an Authorised User.

13 **Confidentiality**

13.1 Subject to clauses 7.5, 9.2 and 13.2, the Parties shall keep confidential all information of a confidential nature obtained by them by reason of this Framework Agreement and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.

13.2 Clause 13.1 shall not apply to any disclosure of information:

13.2.1 required by any applicable law or to any disclosures required under the FOIA or the EIR;

13.2.2 that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;

13.2.3 that is reasonably required by Authorised Users who wish, or may wish to enter into a Call-Off Contract with the Provider;

13.2.4 where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 13.1;

13.2.5 to enable a determination to be made under clause 23;

13.2.6 which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information; and

13.2.7 by the Council to any other department, office or agency of the government, provided that the Council informs the recipient of any duty of confidence owed in respect of the information.

14 **Freedom of Information**

14.1 The Provider acknowledges that the Council and the Authorised Users are subject to the requirements of the FOIA and the EIR. The Provider shall (at the Provider's expense) assist and co-operate with the Council or the relevant Authorised User to enable the Council or the relevant Authorised User to comply with these information disclosure requirements.

14.2 The Provider shall and shall procure that its sub-contractors shall:

14.2.1 transfer to the Council or the Authorised User all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

14.2.2 provide the Council or the Authorised User with a copy of all Information in its possession, or power in the form that the Council or the Authorised User requires

within five (5) Working Days (or such other period as the Council or the Authorised User may specify) of the Council's or the Authorised User's request; and

- 14.2.3 provide all necessary assistance as is reasonably requested by the Council or the Authorised User to enable the Council or the Authorised User to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 14.3 The Council or the Authorised User concerned shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
- 14.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council or the relevant Authorised User.
- 14.5 The Provider acknowledges that the Council and the Authorised Users may, acting in accordance with the applicable code of practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000, be obliged to disclose Information without consulting or obtaining consent from the Provider or despite having taken the Provider's views into account.
- 14.6 The Provider shall ensure that all Information is retained for disclosure and shall permit the Council and the Authorised Users to inspect such records as requested from time to time.

## 15 **Data Protection**

- 15.1 The Parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. In this clause, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) Domestic UK law; and **Domestic UK Law** means the Data Protection Legislation and any other law that applies in the UK.
- 15.2 During the term of this Framework Agreement it is anticipated that each party shall be a separate and individual Data Controller in respect of any Personal Data that is Processed pursuant to this Framework Agreement. Each party acknowledges that it has obligations under the Data Protection Legislation including, without limitation, to:
  - 15.2.1 Make due notification to the Supervisory Authority, including in relation to its use and Processing of the Personal Data and comply at all times with the Data Protection Legislation including ensuring that it has all necessary appropriate consents and notices in place to enable lawful processing of the Personal Data for the duration and purposes of this Framework Agreement.
  - 15.2.2 Ensure that all Personal Data disclosed or transferred to, or accessed by, the Parties is accurate and up-to-date, as well as adequate, relevant and not excessive to enable them to Process the Personal Data, as envisaged under this Framework Agreement.
  - 15.2.3 Ensure that appropriate operational and technical measures are in place to safeguard against any unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

- 15.2.4 Take reasonable steps to ensure the reliability of any staff who have access to the Personal Data.
- 15.2.5 Hold the information contained in the Personal Data confidentially.
- 15.3 In respect of Personal Data processed by the Provider pursuant to this Framework Agreement the Provider shall:
  - 15.3.1 promptly, and in any event within 48 hours of receipt of any Data Subject Request or Authority Correspondence, notify the Council in the event that it receives such a Data Subject Request or Authority Correspondence in relation to the processing of Personal Data under, or in connection with, this Framework Agreement.
  - 15.3.2 promptly and in no more than 24 hours notify the Council in writing upon it becoming aware of any actual or suspected breach of clause 15.2.3 in relation to the Personal Data and shall, within such timescale to be agreed by the Parties (acting reasonably and good faith):
    - (p) implement any measures necessary to restore the security of compromised Personal Data; and
    - (q) support the Council to make any required notifications to the Supervisory Authority and affected Data Subjects.
- 15.4 The Provider shall assist the Council to comply with any obligations under the Data Protection Legislation and shall not perform its obligations under this Framework Agreement in such a way as to cause the Council to breach any of their obligations under the Data Protection Legislation to the extent that the Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 15.5 Without prejudice to the generality of clause 15.1 and notwithstanding clause 15.2, to the extent that the Provider is in fact acting as a Processor for and on behalf of the Council as the Controller, in relation to the Processing that it is carrying out arising out of, or in connection with, the performance of its obligations under this Framework Agreement, it shall:
  - 15.5.1 process that Personal Data only on the written instructions of the Council (as set out in Schedule 5 or from time to time), unless the Provider is required by the Applicable Laws to otherwise process the Personal Data. Where the Provider is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Provider shall promptly notify the Council of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Council;
  - 15.5.2 ensure that it has in place appropriate technical and organisational measures, (as defined in the Data Protection Legislation), reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the

cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

15.5.3 not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:

- (a) the Council or the Provider has provided appropriate safeguards in relation to the transfer;
- (b) the Data Subject has enforceable rights and effective remedies;
- (c) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Provider complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;

15.5.4 notify the Council immediately if it receives:

- (a) a request from a Data Subject to have access to that person's Personal Data;
- (b) a request to rectify, block or erase any Personal Data;
- (c) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

15.5.5 assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

15.5.6 notify the Council immediately on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Framework Agreement;

15.5.7 at the written direction of the Council, delete or return Personal Data and copies thereof to the Council or an Authorised User on termination or expiry of the Framework Agreement unless required by the Applicable Laws to store the Personal Data;

15.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Council or the Council's

designated auditor and immediately inform the Council if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.

15.6 Either party may, at any time on not less than (30) Working Days' written notice to the other party, revise clause 15.5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Framework Agreement).

15.7 The provisions of this clause shall apply during the continuance of the Framework Agreement and indefinitely after its expiry or termination.

15.8 The Provider shall indemnify and keep indemnified the Council in respect of all data protection losses or damages suffered or incurred by, awarded against or agreed to be paid by, the Council arising from or in connection with any breach by the Provider of any of its obligations under this clause 15.

## 16 **Publicity**

16.1 Unless otherwise directed by the Council, the Provider shall not make any press announcements or publicise this Framework Agreement in any way without the Council's prior written consent.

16.2 The Provider shall not do anything that may damage the reputation of the Council or any Authorised User or bring the Council or any Authorised User into disrepute.

## 17 **Equality and diversity**

17.1 The Provider warrants and undertakes that it shall adhere to the Council's equality commitments set out in the Council's Equality and Diversity Policy and Equal Opportunities Code of Practice (as supplied by the Council to the Provider and updated from time to time).

17.2 The Provider acknowledges that the Council has duties under section 149 Equality Act to have due regard to the need to eliminate discrimination, harassment and any other conduct prohibited by the Equality Act and to promote equality of opportunity and foster good relations between persons sharing a protected characteristic and those who do not share it. For the purposes of this duty (the **Equality Duty**) the protected characteristics are age; disability; gender reassignment; pregnancy and maternity; race; religion or belief; sex and sexual orientation.

17.3 The Provider warrants that it will not and shall procure that its sub-contractors and appointees will not through their conduct or practices cause the Council to be in breach of any of the obligations placed upon the Council by section 149 Equality Act having due regard to any statutory code of practice issued in relation to that duty and will indemnify the Council for any loss, expense or damage incurred as a result of any breach of such obligations.

17.4 The Provider acknowledges that the Council by regulation may be subject to duties in accordance with section 153 Equality Act. The Provider warrants that it will not and shall procure that its sub-contractors and appointees will not through their conduct or practices cause the Council to be in breach of any of the obligations placed upon the Council under any duty imposed by any regulation issued under section 153 Equality Act and will indemnify the Council for any loss, expense or damage incurred as a result of any breach of such obligations.

17.5 The Council may having regard to its statutory duties under the Equality Act and/or by any regulation issued under section 153 Equality Act and having due regard to any statutory code of practice issued in relation to those statutory duties make requests or issue instructions to the Provider (relating to the supply of information, monitoring and other matters) for the purposes of ensuring that the conduct or practices of the Provider and/or its sub-contractors will not result in the Council being in breach of its obligations under the Equality Act. The Provider agrees that it will and shall procure that its sub-contractors and appointees will provide the Council with all information reasonably requested by the Council to allow it to monitor compliance with the obligations imposed by this clause 17.

17.6 Without prejudice to the generality of this clause 17, the Council may require the Provider to comply at no cost to the Council with the Council's policies relating to the Equality Duty (which shall be made available on request) or to have policies which have been approved by the Council and the Provider will and agrees that it shall procure that its sub-contractors and appointees comply with such requirements.

## 18 **Immigration**

18.1 The Provider warrants that it will take all appropriate measures to prevent illegal working and will procure that its subcontractors and suppliers will each take all appropriate measures to prevent illegal working, including but not limited to the obligations under the Immigration, Asylum & Nationality Act 2006, as extended by the Immigration Act 2014 and Immigration Act 2016.

18.2 The Provider warrants that it will, and shall procure that its subcontractors and suppliers shall carry out right to work checks on all prospective employees before employment starts, conduct follow-up checks, keep appropriate records and comply with the Asylum Act 2006 where relevant.

18.3 The Provider agrees that it will, and will procure that its subcontractors and suppliers will, fully cooperate with any visiting immigration officer in relation to providing access to documents or as otherwise reasonably required.

## 19 **Conflicts of interest**

19.1 The Provider acknowledges and agrees that no Conflict of Interest exists between the Provider and the Council at the date of this Framework Agreement. In the event that the Provider becomes aware of a Conflict of Interest between its own interests and the Council, it shall notify the Council of the full details of any such Conflict of Interest immediately.

19.2 The Council reserves the right to terminate this Framework Agreement immediately by notice in writing and/or take such steps as it shall deem necessary should it become aware of a Conflict of Interest between itself and the Provider.

## 20 **Modern Slavery legislation**

20.1 The Provider warrants to the Council that it:

20.1.1 shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Legislation;

- 20.1.2 has and shall maintain throughout the term of this Framework Agreement and any Call-Off Contract its own policies and procedures to ensure compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Legislation;
  - 20.1.3 has not and shall not engage in any activity, practice or conduct that constitute an offence under sections 1, 2 or 4 of the Modern Slavery Legislation if such activity, practice or conduct were carried out in the United Kingdom;
  - 20.1.4 shall include in its contracts with all sub-contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.
- 20.2 The Provider represents and warrants that neither it nor any of its officers, employees or other persons associated with it:
- 20.2.1 has been convicted of any offence involving slavery and human trafficking; and
  - 20.2.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 20.3 The Provider shall implement due diligence procedures for its sub-contractors and suppliers aimed at ensuring that there is no slavery or human trafficking in its supply chains.

21 **Bribery and fraud**

- 21.1 The Provider warrants to the Council that it:
- 21.1.1 has not, and its current and former directors, officers and employees have not, and shall not engage in any Corrupt Activity (for the avoidance of doubt, the actions of the Provider's former directors shall only be applicable in respect of this sub-clause, for the time period during which they were directors of the Provider);
  - 21.1.2 has not, and its current and former directors, officers and employees have not, and shall not engage in any activity, practice or conduct which could or would place the Council in breach of section 7(1) Bribery Act (for the avoidance of doubt, the actions of the Provider's former directors shall only be applicable in respect of this sub-clause, for the time period during which they were directors of the Provider);
  - 21.1.3 shall comply with the Anti-corruption Policy;
  - 21.1.4 shall maintain and implement procedures to ensure compliance with clauses 21.1.1 and 21.1.2 and adequate procedures designed to prevent any Associated Person from undertaking any Corrupt Activity and/or conduct that would give rise to an offence under section 7 Bribery Act;

- 21.1.5 shall include undertakings similar to those contained in this clause in any contract it may enter into with sub-contractors and third parties;
- 21.1.6 shall confirm in writing (from time to time at the reasonable request of the Council) that it has complied with its undertakings under clauses 21.1.1 to 21.1.5 inclusive and will provide any information reasonably requested by the Council in support of such compliance;
- 21.1.7 shall maintain adequate records to assist in verifying its compliance with the provisions of this clause (including without limitation books of account showing all payments made by the Provider in connection with this contract) and shall permit the Council and its third party representatives, on reasonable notice during normal business hours, but without notice in the case of any reasonably suspected breach of clauses 21.1.1 to 21.1.3 inclusive, to access and take copies of such records and to meet with the Provider's personnel to audit the Provider's compliance with its obligations under this clause. The Provider shall give all necessary assistance to the conduct of such audits.

21.2 The Provider shall indemnify the Council and any Authorised User against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Council or any Authorised User as a result of any breach of this clause by the Provider or any breach of provisions equivalent to this clause in any contract with a sub-contractor or third party.

## 22 **Complaints**

22.1 The Provider shall notify the Council of any Complaint made by any Authorised User within (5) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Provider's plans to resolve such Complaint.

22.2 Without prejudice to any legal rights and remedies that a complainant may have, including under the Framework Agreement or a Call-Off Contract, and without prejudice to any obligation of the Provider to take remedial action under the provisions of the Framework Agreement or a Call-Off Contract, the Provider shall use its best endeavours to resolve the Complaint within (15) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

## 23 **Problem solving and dispute avoidance and resolution**

23.1 As soon as the Provider or the Council is aware of any difference or dispute arising out of, or in connection with, this Framework Agreement which does not fall to be dealt with under a Call-Off Contract, they shall give notice to the other Party.

23.2 The Parties will endeavour to resolve any difference or dispute by direct negotiation in good faith.

23.3 If any difference or dispute is not resolved in accordance with clause 23.2 and provided that neither party has by reason of that difference or dispute exercised a right of termination

under clause 24 then such dispute may be referred to conciliation or to mediation or to any other form of alternative dispute resolution as the parties may agree.

23.4 The procedures under clause 23.1, 23.2 and 23.3 are without prejudice to a Party's right to refer any difference or dispute to adjudication.

23.5 Any difference or dispute may be referred by a Party to the courts of England and Wales.

## 24 Termination

24.1 Where at any time during the Framework Term the Provider:

24.1.1 suffers an Insolvency Event; or

24.1.2 this Framework Agreement has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of PCR 2015; or

24.1.3 the Provider (either as a corporate body or any member of the Provider's administrative or management or supervisory body) has, at any point of the tender procedure or at any time during the Framework Term, been in one of the situations referred to in Regulations 57(1) or 57(8) PCR 2015, in circumstances which would have resulted in the Provider being excluded from the procurement procedure and not being awarded this Framework Agreement; or

24.1.4 this Framework Agreement should not have been awarded to the Provider in view of a serious infringement of the obligations under the PCR 2015; or

24.1.5 in the event of breach of clauses 21.1.1 to 21.1.5 inclusive; and/or

24.1.6 if an Associated Person (or anyone employed by or acting on behalf of them) engages or has engaged in Corrupt Activity or any activity, practice or conduct which could or would place the Council in breach of section 7(1) Bribery Act; and/or

24.1.7 where the Provider gives or has given any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972,

the appointment of the Provider under this Framework Agreement shall automatically terminate with immediate effect.

24.2 The Council may terminate this Framework Agreement by serving written notice on the Provider with immediate effect:

24.2.1 where the Provider commits a material breach of this Framework Agreement or any Call-Off Contract and the Provider has not remedied the material breach to the satisfaction of the Council within (20) Working Days, or such other period as may be specified by the Council, after issue of a written notice specifying the material breach and requesting it to be remedied;

24.2.2 where the Council or any Authorised User terminates a Call-Off Contract awarded to the Provider under this Framework Agreement as a consequence of a material breach by the Provider;

24.3 The Provider shall notify the Council immediately if the Provider undergoes a Change of Control. The Council may terminate the Framework Agreement by giving notice in writing to the Provider with immediate effect within six months of:

24.3.1 being notified that a Change of Control has occurred; or

24.3.2 where no notification has been made, the date that the Council becomes aware of the Change of Control;

but the Council shall not be permitted to terminate this Framework Agreement where the Council has given approval in writing before the Change of Control.

24.4 The Council shall have the right to terminate this Framework Agreement or to terminate the provision of any part of the Framework Agreement, at any time by giving [6] months' written notice to the Authorised Users, the Provider and all other Framework Providers. The Parties acknowledge that if the Council exercises its rights under this clause it shall exercise its equivalent rights under all agreements with the Framework Providers. In such circumstances all or any Call-Off Contracts will remain in effect, unless terminated in accordance with its terms.

24.5 Notwithstanding the remainder of this clause 24 or any provision in any Call-Off Contract, if at any time the Council considers that the Provider's failure to meet the agreed KPIs in Schedule 7, the agreed KPIs in a Call-Off Contract or a breakdown in its working relationship with the Council or a problem in its working practices that could have a serious adverse effect on any Project, then:

24.5.1 the Framework Manager or the Council shall serve notice on the Provider specifying their concerns; and

24.5.2 the Provider shall submit its proposals in response to the notice referred to in clause 24.5.1 no later than five (5) Working Days from the date of such notice; and

24.5.3 the Parties shall meet within ten (10) Working Days from the date of the notice under clause 24.5.1 to consider the content of such notice and the Provider's response; and

if the Council is not satisfied with the Provider's response and if the Parties cannot agree an alternative course of action, then the Council may terminate the appointment of the Provider under this Agreement by notice to the Provider with immediate effect.

24.6 Termination of this Framework Agreement shall be without prejudice to any accrued rights and obligations of the Parties under this Framework Agreement and any Call-Off Contract as at the date of termination.

## 25 **Consequences of termination and expiry**

25.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Provider shall continue to fulfil its obligations under the Framework Agreement until the date of expiry

or termination of the Framework Agreement or such other date as required under this clause.

25.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Call-Off Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Call-Off Contract to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

25.3 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.

25.4 The provisions of this clause and clause 13, clause 14, clause 15, clause 16, clause 19 and clause 28.9 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

## 26 **Notices**

26.1 Any notice given under this Framework Agreement shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:

26.1.1 if delivered personally, at the time of delivery;

26.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

provided that if deemed receipt occurs before 9 am on a Working Day the notice shall be deemed to have been received at 9am on that day, and if deemed receipt occurs after 5pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9am on the next Working Day.

26.2 The addresses of the Parties for the purposes of this clause are as set out in the Parties section above or such other address as may be notified in writing from time to time by the relevant party to the other party.

26.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party set out in this clause (or as otherwise notified by that party hereunder) and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery, registered post or airmail letter.

26.4 For the avoidance of doubt, notice given under this Framework Agreement shall not be validly served if sent by e-mail.

27 **Assignment**

Neither Party may assign, charge or transfer or purport to assign, charge or transfer its interest in this Framework Agreement or any part of this Framework Agreement nor any right arising under it without the prior written consent of other Party.

28 **General provisions**

28.1 Nothing in this Framework Agreement or any Call-Off Contract shall create, or be construed as creating, a partnership between the Council and the Provider, and neither Party shall conduct themselves in such a way as to create an impression that such a partnership exists.

28.2 The Provider shall not, without the prior written consent of the Council sub-contract to any person the performance of any or all of its obligations under this Framework Agreement. Notwithstanding any such sub-contracting the Provider shall remain solely liable to the Council in respect of its obligations and liabilities under this Framework Agreement.

28.3 Except as otherwise stated in this Framework Agreement, nothing in this Framework Agreement confers or purports to confer any benefit or right to enforce any of its terms on any person who is not a party to it.

28.4 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Framework Agreement.

28.5 If any provision or part-provision of this Framework Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

28.6 No failure or delay by a party to exercise any right or remedy provided under this Framework Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28.7 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the Parties relating to that subject matter, provided that nothing in this clause shall operate to exclude any liability for fraud.

28.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

28.9 This Framework Agreement shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## Schedule 1

## Framework Lots and Providers

Framework Lot	Framework Lot Description	Providers and their ranking
<b>Lot 1 Development</b>	<ul style="list-style-type: none"> <li>• Disposal of completed units</li> <li>• Development agreement</li> <li>• Forward funded sale agreement</li> </ul>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> <li>8.</li> </ol>
<b>Lot 2 Services</b>	<ul style="list-style-type: none"> <li>• Development management: RIBA stages 1- 4 (design and planning)</li> <li>• Project management</li> <li>• Sales and marketing</li> </ul>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> </ol>
<b>Lot 3 Services</b>	<ul style="list-style-type: none"> <li>• Out of borough</li> <li>• Estate management</li> </ul>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> </ol>

## Schedule 2

### Awards

#### Direct Award Criteria

- 2 Subject to clause 4.2 of the Frameworks Agreement and paragraphs 3 and 4 of this Schedule, the Council or an Authorised User shall award Call Off Contracts to the First Placed Framework Provider.
- 3 **Selection procedure**
- 3.1 The Council or the Authorised User shall send the First Placed Framework Contractor a written summary of the proposed Project setting out:
- 3.1.1 the scope, location and details of the relevant Project;
  - 3.1.2 the scope and specification of services or works to be provided;
  - 3.1.3 the programme, key milestones and dates to be achieved;
  - 3.1.4 the Council's/Authorised User's assessment of fee/cost and anticipated fee/cost profile;
  - 3.1.5 the template Call-Off Contract;
  - 3.1.6 the Council's/Authorised User's requirements and any constraints relating to the scope of services or works to be provided; and
  - 3.1.7 supporting documents and drawings;
- (together, the **Project Summary**).
- 3.2 As part of the selection procedure the Council/Authorised User and Framework Provider shall negotiate in good faith to agree:
- 3.2.1 the specific project details of the Council/Framework Provider;
  - 3.2.2 the scope and specification of services or works to be provided;
  - 3.2.3 the payment terms;
  - 3.2.4 a programme for the delivery of the services or works to be undertaken;;
  - 3.2.5 the key performance indicators applicable to the Call-off Contract;
  - 3.2.6 the performance milestones applicable to the Call-Off Contract;
  - 3.2.7 anticipated risks to be managed and opportunities to be realised; and.
- 3.3 Subject to agreement being reached on the information in paragraph 2.2 of this Schedule, the Council/Authorised User shall issue the Call-Off Contract setting out the information agreed in accordance with paragraph 2.2 of this Schedule and any other agreed information relevant to the Call-Off Contract. The Council/Authorised User shall also notify, in writing,

all other Framework Providers of the award of the Call-Off Contract to the First Placed Framework Provider.

4 **Cascade provisions**

4.1 Subject to paragraphs 3.3 and 4 of this Schedule 1, if the First Placed Framework Provider:

4.1.1 declines a Project which it is to be awarded in accordance with the procedure set out on paragraph 2 above; or

4.1.2 suffers a Provider Disqualification Event; or

4.1.3 is not able to conclude a Call-Off Contract within 10 Working Days (or such longer period as the Council/Authorised User may in its absolute discretion agree having regard to the complexity of the Project) on acceptable terms with the Council/Authorised User,

the Council/Authorised User may, at its sole discretion, award the Call-Off Contract to the Second Placed Framework Provider.

4.2 Subject to paragraphs 3.3 and 4 of this Schedule, if, having been offered a Call-Off Contract in accordance with paragraph 3.1, the Second Placed Framework Provider:

4.2.1 declines a Call-Off Contract which it is to be awarded in accordance with the Selection Procedure; or

4.2.2 suffers a Provider Disqualification Event; or

4.2.3 is not able to conclude a Call-Off Contract within 10 Working Days (or such longer period as the Council/Authorised User may in its absolute discretion agree having regard to the complexity of the Project) on acceptable terms with the Council/Authorised User,

the Council/Authorised User may, at its sole discretion, award the Call-Off Contract to the Third Placed Framework Provider.

4.3 The Council's discretion to award Call-Off Contracts in accordance with the cascade provisions in paragraph 3.1 and 3.2 is subject always to the Second Placed Framework Provider and the Third Placed Framework Provider:

4.3.1 complying with any further financial tests that the Council decides is prudent to undertake; and

4.3.2 being in all other respects of good standing.

5 **Provisos**

5.1 The Council/Authorised User may select the Second Placed Framework Provider without first referring to the First Placed Framework Provider, the Third Placed Framework Provider without first referring to the Second Placed Framework Provider, or seek to select an alternative provider being either a Framework Provider or otherwise (an **Alternative Contractor**), if:

- 5.1.1 the Council/Authorised User and the First Placed Framework Provider or the Council/Authorised User and the Second Placed Framework Provider or the Council/Authorised User and the Third Placed Framework Provider have a dispute or difference notified and not yet resolved under clause 23 of this Framework Agreement or under a Call-Off Contract; and/or
- 5.1.2 the First Placed Framework Provider's or the Second Placed Framework Provider's or the Third Placed Framework Provider's financial circumstances and/or or any circumstances as set out in the selection questionnaire provided by the First Placed Framework Provider, the Second Placed Framework Provider or the Third Placed Provider in respect of the Tender Process, have changed to the extent that, in the reasonable opinion of the Council/Authorised User, it may materially adversely affect the ability of the First Placed Framework Provider, the Second Placed Framework Contractor or the Third Placed Contractor (as appropriate) to deliver the Project in accordance with the Framework Agreement or a Call-Off Contract; and/or
- 5.1.3 the First Placed Framework Provider, the Second Placed Framework Provider or the Third Placed Provider (as appropriate) has failed to conduct itself in all respects in a manner consistent with its appointment to this Framework Agreement; and/or
- 5.1.4 the First Placed Framework Provider, the Second Placed Framework Provider or the Third Placed Contractor (as appropriate) has failed to maintain to the requisite level of cover all or any of its insurances required under the Framework Agreement or any Call-Off Contract; and/or
- 5.1.5 the Council/Authorised User has terminated the appointment of the First Placed Framework Provider, the Second Placed Framework Provider or the Third Placed Provider (as appropriate) pursuant to the terms of a Call-Off Contract in respect of a Project or Projects for default by the First Placed Framework Provider, the Second Placed Framework Provider or the Third Placed Provider (as appropriate).

**Mini-Competition Evaluation Criteria**

**Schedule 3**

**Fee Schedule**

## Schedule 4

### Call-Off Contracts

The form of Call-Off Contract for each Project shall be one of the following forms with such adaptations and variations as are considered necessary by the Council or an Authorised User to reflect the nature of the relevant Project:

#### Lot 1

- (a) The Development Agreement, as amended from time to time by the Council, which at the date of this Framework Agreement is in the form attached at Annexure 1 and which includes template annexures of the Building Lease and Headlease;

OR

- (b) The Affordable Housing Sale and Development Agreement, as amended from time to time by the Council, which at the date of this Framework Agreement is in the form attached at Annexure 2;

OR

- (c) JCT Design and Build Contract, 2016 edition (DB 2016)

OR

- (d) JCT Standard Building Contract Without Quantities, 2016 edition (SB/XQ 2016)

#### Lot 2

In respect of design, planning and project management services:

- (a) JCT Consultancy Agreement (Public Sector) 2016;
- (b) NEC4 Professional Services Contract;
- (c) RIBA Standard Professional Services Contract 2020 (Architecture Services)
- (d) RIBA Standard Principal Designer Professional Services Contract 2020

In respect of all Lot 2A services, the Services Agreement as amended from time to time by the Council, which at the date of this Framework Agreement is in the form attached at Annexure 3.

#### Lot 3

The Services Agreement as amended from time to time by the Council, which at the date of this Framework Agreement is in the form attached at Annexure 3.

- (e)

## Schedule 5

### Data Processing

**Schedule 6**

**Access Agreement**

dated

20[ ]

**The Mayor and Burgesses of the London Borough of Enfield**

and

**[Authorised User]**

**Access Agreement**

## Deed

dated

### Parties

- (1) **The Mayor and Burgesses of the London Borough of Enfield** of Civic Centre Silver Street Enfield EN1 3XA (the **Council**); and
- (2) **[Authorised User]** of [ ] (the **Client**)

### Introduction

- (A) The Council has established a framework agreement in accordance with the Public Contracts Regulations 2015 (the **Framework Agreement**) which is split into three (3) Lots. This Access Agreement is in respect of Lot [ ] which the Council has entered into with the following Providers:
  - a. [ ]
  - b. [ ]
- (B) The Framework Agreement is established to provide a range of works and services by affordable housing providers and has been set up so as to allow access by third party Authorised Users.
- (C) The Client is an Authorised User.
- (D) The Client wishes to enter into a Call-Off Contract pursuant to the Framework Agreement with a Provider in order to commission [works/services] in respect of the Project.
- (E) This Access Agreement sets out the terms on which the Council consents to the Client accessing the Framework Agreement in order to commission such [works/services].

### Agreed terms

#### 6 Definitions

In this Deed words and expressions shall have the meaning given in the Framework Agreement, unless expressly stated otherwise.

**Actual Call-Off Charges** means the actual charges paid by the Client to the chosen Provider throughout the term of any Call-Off Contract;

**Estimated Call-Off Charges** means the estimated charges to be paid by the Client to the chosen Provider throughout the term of any Call-Off Contract.

**Project** means the project/development intended to be undertaken by the Client and described in Annexure 1 of this Deed.

7 **Consideration**

In consideration of the payment of £10.00 (ten pounds) by the Council to the Client (receipt of which the Client hereby acknowledges) the Client covenants to the Council as set out in this Deed.

8 **Access to the Framework Agreement**

8.1 The Client is an "Authorised User" for the purposes of the Framework Agreement (a copy of which has been provided to the Client) and will comply with the obligations of an "Authorised User" as set out in the Framework Agreement.

8.2 Subject to the terms of this Deed the Council agrees to grant the Client access to the Framework Agreement and to make available a list of Framework Providers, copies of the Framework Agreement and relevant template Call-Off Contracts for the purposes of procuring a Framework Provider in respect of the Project only.

8.3 The Client agrees that it will enter into additional Access Agreements in the event it wishes to use the Framework Agreement for additional projects and accepts that failure to do so will result in any Mini-Competition and/or Call-Off Contract being void and a potential breach of procurement Legislation.

8.4 Within ten (10) days of entering into a Call-Off Contract with the chosen Provider, the Client shall provide the Council with a certified copy of that Call-Off Contract.

8.5 [Within thirty (30) days of entering into a Call-Off Contract with the chosen Provider, the Client shall pay to the Council an access fee equivalent to 1% (one percent) of the Estimated Call-Off Charges.

8.6 The Client shall inform the Council in writing, on a six monthly basis of the value of [works/services] performed by the chosen Provider in that period. Within thirty (30) days of the expiry of the Call-Off Contract, the Client shall notify the Council in writing of the Actual Call-Off Charges.

8.7 Where the Actual Call-Off Charges exceed the Estimated Call-Off Charges, within thirty (30) days of the notification in clause 3.4 above the Client shall pay to the Council the difference between the Estimated Call-Off Charges and the Actual Call-Off Charges.

8.8 Where the Actual Call-Off Charges are lower than the Estimated Call-Off Charges, within thirty (30) days of the notification in clause 3.4 above the Council shall pay to the Client the difference between the Estimated Call-Off Charges and the Actual Call-Off Charges.]

8.9 The Client shall indemnify and keep indemnified the Council against any loss, damage, claim, expense, cost or liability which the Council suffers or is liable to suffer arising out of a breach by the Client of this Deed, or by the Client of the Framework Agreement, or by the Client of any Call-Off Contract entered into pursuant to this Agreement.

8.10 The Council shall have no liability to the Client in relation to the Project and/or the Client's use of the Framework Agreement. The Council does not warrant or guarantee the availability or the ability of the Providers to carry out the [works/services] in relation to the Project. The Council makes no representation, warranty or guarantee in relation to the performance of

the Framework Providers of their obligations under the Framework Agreement or any Call-Off Contract

9 **Term**

This Deed will expire on the later of the date that the Framework Agreement expires or the date that any Call-Off Contract expires.

10 **General**

10.1 The Client shall not novate, assign, transfer or otherwise deal with its interest in this Deed.

10.2 Nothing in this Deed is intended to or shall operate to create a partnership or joint venture of any kind between the Client and the Council or to authorise the Client to act as the Council's agent, delegate or representative (whether for the purposes of the framework Agreement, and Call-Off Contract or otherwise).

10.3 Nothing in this Deed confers or purports to confer on any person any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.4 This Deed is governed by English law and subject to the jurisdiction of the Courts of England and Wales.

This Access Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Common Seal of )  
**The Mayor and Burgesses of** )  
**the London Borough of Enfield** )  
was hereunto affixed in the presence of: )

Authorised signatory

Authorised signatory

Executed as a deed by )  
acting by )  
a director, in the presence of: ) Director

Witness Signature: .....

Name of witness (BLOCK CAPITALS): .....

Address of witness: .....

Occupation of witness: .....

**Annex 1 (of the Access Agreement)**

**Description of the Project**

**Description of the Project:**

**Anticipated start date:**

**Anticipated completion date:**

**Estimated Call-Off Charges:**

[TO BE INSERTED]



**Schedule 7**

**KPIs**

This Framework Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Common Seal of )  
**The Mayor and Burgesses of** )  
**the London Borough of Enfield** )  
was hereunto affixed in the presence of: )

Authorised signatory

Authorised signatory

Executed as a deed by )  
acting by )  
a director, in the presence of: ) Director

Witness Signature: .....

Name of witness (BLOCK CAPITALS): .....

Address of witness: .....

Occupation of witness: .....

**Annexure 1**

**Form of Development Agreement**

**Annexure 2**

**Form of Sale and Development Agreement**

**Annexure 3**

**Form of Services Agreement**

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**THIS AGREEMENT** is dated

202[ ]

**BETWEEN:**

1. **LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street, Enfield, EN1 3ES (the “**Authority**”); and
2. [ ] (Company Number [ ]) of [ ] (the “**Authorised User**”).

**BACKGROUND:**

- (A) This Agreement is made pursuant to a framework agreement dated [ ] between (1) The Authority and (2) the parties named therein as the [ **Provider/Consultant** ] (the “**Framework Agreement**”).
- (B) The Authority wishes to grant the Authorised User the right to enter into Call Off Contacts with [ **Provider/Consultant** ] under the Framework Agreement, subject to and in accordance with the terms of this Agreement.

**IT IS AGREED** as follows:

**1 Definitions and Interpretation**

- 1.1 Where the Framework Agreement assigns a meaning to any word or expression which is used in this Agreement, the same meaning shall, unless the context otherwise requires and unless defined hereunder, be given to it in this Agreement.
- 1.2 In this Agreement, unless the contrary intention appears, and where appropriate:-
  - (a) obligations which are entered into by more than one person shall be deemed to be joint and several;
  - (b) references to one gender include all other genders and vice versa;
  - (c) references to the singular include the plural and vice versa;
  - (d) references to persons include individuals, companies, corporations, firms, partnerships, government bodies and agencies;
  - (e) titles and headings are for reference only and shall not affect the interpretation of this Agreement;
  - (f) references to a statute mean that statute as amended, consolidated or re-enacted at the relevant time and any statutory instrument, regulation or order made under it which is then in force;
  - (g) references to an indemnity mean an indemnity against all actions, claims, demands and proceedings made against The Authority and all costs, expenses, liabilities and losses incurred directly or indirectly by The Authority and “indemnify” and “indemnified” shall be construed accordingly;
  - (h) the words “including” and “include” shall be deemed to be followed by the words “without limitation”;
  - (i) if any provision in this Agreement is held to be illegal, void, invalid or unenforceable for any reason, the legality validity and enforceability of the remainder of this Agreement shall not be affected; and

- (j) an obligation to use reasonable endeavours shall not require the issue of proceedings in any Court in order to fulfil such obligation and nor shall the party be required to act against its commercial interests.

## **2 Right to Enter into Call Off Contracts**

- 2.1 In consideration of the covenants given by the Authorised User in this Agreement, The Authority grants to the Authorised User the right under the Framework Agreement to enter into Call Off Contracts with [Providers/Consultants], subject to the terms of this Agreement.
- 2.2 The Authorised User agrees that insofar as permissible by law The Authority shall have no liability whatsoever to the Authorised User in connection with or arising from this Agreement and/or any Call Off Contract entered into by the Authorised User pursuant to the Framework Agreement.

## **3 Authorised User's Obligations**

- 3.1 The Authorised User covenants with The Authority that the Authorised User shall:
  - (a) comply with all obligations in the Framework Agreement that are expressed to be obligations of an Authorised User;
  - (b) adhere to the call off procedures set out in Clause 4 of the Framework Agreement in awarding Call Off Contracts under the Framework Agreement;
  - (c) monitor and provide to The Authority on an open book basis its assessment of the [Provider/Consultant] performance in relation to any Call Off Contracts it awards under the Framework Agreement and the contribution of the [Provider/Consultant] in the achievement of the Framework Objectives by reference to the KPIs incorporated into the relevant Call Off Contracts;
  - (d) if required by The Authority, attend and participate in any meetings convened pursuant to and /or provide to The Authority such reasonable information as is set out in the Agreed Terms of the Framework Agreement (Page 14) and Clause 9.2 of the Framework Agreement; and
  - (e) not do anything or omit to do anything that might cause or contribute to a breach by The Authority of its obligations under the Framework Agreement.
- 3.2 The Authorised User shall indemnify and defend and hold harmless The Authority from and against all costs (including legal costs), charges, expenses, damages and proceedings incurred or suffered by The Authority or for which The Authority may become liable, arising from, under or in connection with this Agreement.

## **4 Provision of Information**

- 4.1 The Authorised User shall within five (5) days of entering any Call Off Contract pursuant to the Framework Agreement advise The Authority of the sums payable to the [Provider/Consultant] pursuant to such Call Off Contract so that The Authority can maintain a record of the value of Call Off Contracts awarded pursuant to the Framework Agreement.

- 4.2 The Authorised User shall, within five (5) days of any request from The Authority, provide The Authority with copies of all invoices the Authorised User has received from the [Provider/Consultant] pursuant to the terms of Call Off Contracts, together with such other information as The Authority may reasonably require in connection with such Call Off Contracts.

## **5 Termination**

- 5.1 Without prejudice to The Authority's other rights against the Authorised User under this Agreement or under common law, The Authority shall be entitled to terminate the Authorised User's entitlement to award Call Off Contracts pursuant to this Agreement at any time upon fourteen (14) days' written notice to the Authorised User.
- 5.2 Following termination pursuant to Clause 5.1 the Authorised User shall:
- (a) not be entitled to commence any selection process pursuant to the Framework Agreement;
  - (b) be entitled to enter into a Call Off Contract awarded pursuant to a selection process notified to the [Provider/Consultant] pursuant to the Framework Agreement prior to receipt of the notice of termination.

## **6 Assignment**

- 6.1 The Authorised User shall not be entitled to assign the benefit of this Agreement without the prior written consent of The Authority which may be withheld at its discretion.

## **7 Governing law and jurisdiction**

- 7.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 7.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith and each party will give serious consideration to a request by the other to refer a difference or dispute to mediation.
- 7.3 Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## **8. Confidentiality**

- 8.1 The Contracting Body shall keep secret and not disclose and shall procure that their employees and any subcontractors keep secret and do not disclose any information of a confidential nature obtained by them by reason of this Agreement. This obligation shall not apply to information:

- 8.1.1 which is in the public domain or is trivial or cannot reasonably be considered to be confidential; or
- 8.1.2 which the Contracting Body is required to disclose as a matter of law or in discharge of its obligations of public accountability and freedom of information.

**This Agreement** has been entered into on the date stated at the beginning of it

Signed by

for and on behalf of The Authority

Signed by

for and on behalf of the Authorised User

## Enfield Equality Impact Assessment (EqIA)

### Introduction

The purpose of an Equality Impact Assessment (EqIA) is to help Enfield Council make sure it does not discriminate against service users, residents and staff, and that we promote equality where possible. Completing the assessment is a way to make sure everyone involved in a decision or activity thinks carefully about the likely impact of their work and that we take appropriate action in response to this analysis.

The EqIA provides a way to systematically assess and record the likely equality impact of an activity, policy, strategy, budget change or any other decision.

The assessment helps us to focus on the impact on people who share one of the different nine protected characteristics as defined by the Equality Act 2010 as well as on people who are disadvantaged due to socio-economic factors. The assessment involves anticipating the consequences of the activity or decision on different groups of people and making sure that:

- unlawful discrimination is eliminated
- opportunities for advancing equal opportunities are maximised
- opportunities for fostering good relations are maximised.

The EqIA is carried out by completing this form. To complete it you will need to:

- use local or national research which relates to how the activity/ policy/ strategy/ budget change or decision being made may impact on different people in different ways based on their protected characteristic or socio-economic status;
- where possible, analyse any equality data we have on the people in Enfield who will be affected eg equality data on service users and/or equality data on the Enfield population;
- refer to the engagement and/ or consultation you have carried out with stakeholders, including the community and/or voluntary and community sector groups you consulted and their views. Consider what this engagement showed us about the likely impact of the activity/ policy/ strategy/ budget change or decision on different groups.

The results of the EqIA should be used to inform the proposal/ recommended decision and changes should be made to the proposal/ recommended decision as a result of the assessment where required. Any ongoing/ future mitigating actions required should be set out in the action plan at the end of the assessment.

## Section 1 – Equality analysis details

<b>Title of service activity / policy/ strategy/ budget change/ decision that you are assessing</b>	<b>Acquisitions Programme for affordable housing</b>
<b>Team/ Department</b>	<b>Place/ Regeneration</b>
<b>Executive Director</b>	<b>Joanne Drew</b>
<b>Cabinet Member</b>	<b>Cllr George Savva</b>
<b>Author(s) name(s) and contact details</b>	<b>Walter Menteth</b> <a href="mailto:Walter.menteth@enfield.gov.uk">Walter.menteth@enfield.gov.uk</a>
<b>Committee name and date of decision</b>	

<b>Date the EqIA was reviewed by the Corporate Strategy Service</b>	
<b>Name of Head of Service responsible for implementing the EqIA actions (if any)</b>	<b>Karen Lucas</b>
<b>Name of Director who has approved the EqIA</b>	<b>Joanne Drew</b>

The completed EqIA should be included as an appendix to relevant EMT/ Delegated Authority/ Cabinet/ Council reports regarding the service activity/ policy/ strategy/ budget change/ decision. Decision-makers should be confident that a robust EqIA has taken place, that any necessary mitigating action has been taken and that there are robust arrangements in place to ensure any necessary ongoing actions are delivered.

## Section 2 – Summary of proposal

Please give a brief summary of the proposed service change / policy/ strategy/ budget change/project plan/ key decision

**Please summarise briefly:**

What is the proposed decision or change?

What are the reasons for the decision or change?

What outcomes are you hoping to achieve from this change?

Who will be impacted by the project or change - staff, service users, or the wider community?

The proposal relates to entry by the council into a Framework Agreement with three lots to provide for procuring development works, development services and estate management for its affordable housing programme.

Enfield's Housing Register is a local register of housing need, there are currently 6613 applicants seeking social housing in Enfield. The demand for housing exceeds supply and the Housing Register exists to enable the Housing Allocations Policy to prioritise those households that are in greatest need and to maximise their opportunities for rehousing.

Enfield wishes to build 12,460 new homes over the Local Plan period.

The Authority is specifically seeking to work with Suppliers to deliver up to 2,000 new homes on council-owned land in the borough, over the period of the Framework, in line with The Authority's Good Growth Strategy.

The London Affordable Housing Programme (2021 – 2026) will provide in excess of £4bn made available by the Greater London Authority ("GLA") to invest in new housing delivery.

The Authority want to ensure they are able to attract a large proportion of this investment which taken together with land released by the Authority will allow this framework to make a significant contribution to economic growth in the borough. Enfield has been awarded the 5th largest allocation in London and the 2nd highest Local Authority allocation which indicates the Boroughs scale of delivery and needs.

The framework agreements will work towards attracting investment, improving services, raising standards and building development capacity in Enfield aligned to the councils' vision.

All providers on this framework are required to comply with the Council's Equality commitments as set out in the Council's Equality and Diversity Policy and Equal Opportunities Code of practice, and with any additional measures and Key performance indicators (KPIs) which may be appropriate and specific to the call off. Equalities diversity and inclusivity was considered and built into tender selection questionnaire and evaluation criteria, with bidders evaluated on their described EDI objectives, policies and targets, including:

- Their commitment to improvement.
- How they innovate.
- Their willingness to support, sustain and work, in partnership with smaller, specialist and / or bespoke affordable housing providers.
- Direct and indirect employment training, recruitment and retention initiatives including with estate residents.
- Use of local supply chains; and
- Their defined EDI methods of measurement and evaluation of their performance targets.

Equalities diversity and inclusivity was considered and built into tender selection questionnaire and evaluation criteria:

- Bidders were required to describe how they would provide skills training, apprenticeships and commit to social value activities in their delivery.
- All bidders were asked, how their organisation would add Social Value to affordable housing projects under the framework relative to SV measures such as the National Themes, Outcomes and Measures (TOMS) framework, their corporate social value policy, the successful creation of

new communities, and the long-term outcomes achieved.

- Bidders for Lots 1 & 3 were further asked how their organisation would work to successfully deliver tenancy sustainment and support across all stages of the 'residents' journey' and the outcomes to be achieved from the dedicated services provided.
- Bidders for Lot 2 were further asked, as part of the Selection Questionnaire, to example key relationships with Black and Ethnic minority (BAME) and specialist registered providers, their partnership deliveries and the added value provided through these relationships.

On issuing call off contracts further Social Value and Equalities Impacts may be sought and required from bidders, that are appropriate and specific for each individual contract call.

## Section 3 – Equality analysis

This section asks you to consider the potential differential impact of the proposed decision or change on different protected characteristics, and what mitigating actions should be taken to avoid or counteract any negative impact.

According to the Equality Act 2010, protected characteristics are aspects of a person's identity that make them who they are. The law defines 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment.
4. Marriage and civil partnership.
5. Pregnancy and maternity.
6. Race
7. Religion or belief.
8. Sex
9. Sexual orientation.

At Enfield Council, we also consider socio-economic status as an additional characteristic.

“Differential impact” means that people of a particular protected characteristic (eg people of a particular age, people with a disability, people of a particular gender, or people from a particular race and religion) will be significantly more affected by the change than other groups. Please consider both potential positive and negative impacts, and provide evidence to explain why this group might be particularly affected. If there is no differential impact for that group, briefly explain why this is not applicable.

Please consider how the proposed change will affect staff, service users or members of the wider community who share one of the following protected characteristics.

**Detailed information and guidance on how to carry out an Equality Impact Assessment is available [here](#). (link to guidance document once approved)**

**Age**

This can refer to people of a specific age e.g. 18-year olds, or age range e.g. 0-18 year olds.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people of a specific age or age group (e.g. older or younger people)?

Please provide evidence to explain why this group may be particularly affected.

The framework is not expected to have a differential impact (positive or negative) on a specific age group, although it is anticipated to have a generally positive impact by providing more affordable housing, thereby reducing the number of people in temporary accommodation.

Bidders were required to describe how they would provide skills training, apprenticeships and commit to social value activities in their delivery. All bidders were asked, how their organisation would add Social Value to affordable housing projects under the framework relative to SV measures such as the National Themes, Outcomes and Measures (TOMS) framework, their corporate social value policy, the successful creation of new communities, and the long-term outcomes achieved.

The framework opens opportunity for additionally delivering more and better housing accommodation for people with specialist needs, including elderly people.

**Mitigating actions to be taken****Disability**

A person has a disability if they have a physical or mental impairment which has a substantial and long-term adverse effect on the person's ability to carry out normal day-day activities.

This could include: physical impairment, hearing impairment, visual impairment, learning difficulties, long-standing illness or health condition, mental illness, substance abuse or other impairments.

Will the proposed change to service/policy/budget have a **differential impact [positive or negative]** on people with disabilities?

Please provide evidence to explain why this group may be particularly affected.

Disabled people are more likely to live in the social rented sector. According to the English Housing Survey 2020/21, over half (55%) of households in the social

rented sector had one or more household members with a long-term illness or disability.<sup>1</sup>

Currently 570 applicants on the Council's Housing Needs Register indicated that they have a disability but not all will require accessible home.

- The framework provides that bidders uphold Enfield policy, regulations and standards with regards to disabilities, when contracted under the framework.
- Bidders were required to describe how they would provide skills training, apprenticeships and commit to social value activities in their delivery.
- All bidders were asked, how their organisation would add Social Value to affordable housing projects under the framework relative to SV measures such as the National Themes, Outcomes and Measures (TOMS) framework, their corporate social value policy, the successful creation of new communities, and the long-term outcomes achieved.

The framework opens opportunity for additionally delivering more and better housing accommodation for people with specialist needs, including disabled people. The framework's social value measures deliver opportunities for improving services, facilities, skills training and employment for those with disabilities.

#### **Mitigating actions to be taken**

#### **Gender Reassignment**

This refers to people who are proposing to undergo, are undergoing, or have undergone a process (or part of a process) to reassign their sex by changing physiological or other attributes of sex.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on transgender people?

Please provide evidence to explain why this group may be particularly affected.

For the first time in 2021, the Census asked a voluntary question on gender identity to respondents aged 16 years or over. People were asked "Is the gender

<sup>1</sup> Department for Levelling Up, Housing and Communities, [English Housing Survey](#), 2020/21

you identify with the same as your sex registered at birth?” and had of the option of selecting “Yes”, or selecting “No” and writing in their gender identity.<sup>2</sup>

In Enfield 91.42% of residents aged 16 years and over responded to the question.

Gender identity	Enfield population aged 16 years and over	Percentage of residents aged 16 years and over
<b>Gender identity the same as their sex registered at birth</b>	232,329	90.34%
<b>Gender identity different from their sex registered at birth but no specific identity given</b>	1,652	0.64%
<b>Trans woman</b>	518	0.2%
<b>Trans man</b>	486	0.19%
<b>Non-binary</b>	74	0.03%
<b>Another gender identity</b>	58	0.02%
<b>Did not answer</b>	22,065	8.58%

The Affordable Housing Framework will assist the Council to build more affordable housing in the borough. This is expected to positively impact on all residents on the Housing Needs Register, regardless of their gender identity, by increasing the amount of affordable housing available.

#### Mitigating actions to be taken

#### Marriage and Civil Partnership

Marriage and civil partnerships are different ways of legally recognising relationships. The formation of a civil partnership must remain secular, where-as a marriage can be conducted through either religious or civil ceremonies. In the U.K both marriages and civil partnerships can be same sex or mixed sex. Civil partners must be treated the same as married couples on a wide range of legal matters.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people in a marriage or civil partnership?

Please provide evidence to explain why this group may be particularly affected.

The Framework is not expected to have a differential impact (positive or

<sup>2</sup> ONS, [Gender identity, England and Wales: Census 2021](#)

negative) because of marital status.

**Mitigating actions to be taken**

No mitigation actions required.

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics

**Pregnancy and maternity**

Pregnancy refers to the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

Lone female parents of which there are 2559 households on the housing register, who have made successful homeless applications, and their children, should find much needed stability after likely spending years in insecure or temporary accommodation.

The Affordable Housing Framework will assist the Council to build more affordable housing in the borough. This is expected to positively impact on all residents on the Housing Needs Register, including those who are pregnant or in the maternity period, by increasing the amount of affordable housing available.

**Mitigating actions to be taken**

No mitigation actions required.

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics.

**Race**

This refers to a group of people defined by their race, colour, and nationality (including citizenship), ethnic or national origins.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people of a certain race?

Please provide evidence to explain why this group may be particularly affected.

There is a disproportionate number of people from BAME backgrounds on the housing register. There are approximately 1,494 Black applicants (African, Caribbean and Other) on the housing register waiting to be housed, in comparison to just 779 White applicants. There are 3,724 housing register applicants with ethnicities data recorded. Applicants with a Black background make up 40.1% of the applicants that provided their ethnicity whereas the White group make up 20.9%. When comparing the demographics with the borough of Enfield, White UK group make up 40.5% of the total population.

#### *Homeless Applicants*

People from BAME backgrounds are more likely to approach our homelessness service for help. In 2020/21, 35% of households in Enfield owed a homelessness prevention or relief duty were from a Black or Black British ethnic background. It is expected that the provision of additional social and affordable housing within the Borough projected in the outcomes from this framework will have a proportionately positive impact on the housing register and for the homeless.

Equalities diversity and inclusivity was considered and built into tender selection questionnaire and evaluation criteria:

- Bidders were required to describe how they would provide skills training, apprenticeships and commit to social value activities in their delivery.
- All bidders were asked, how their organisation would add Social Value to affordable housing projects under the framework relative to SV measures such as the National Themes, Outcomes and Measures (TOMS) framework, their corporate social value policy, the successful creation of new communities, and the long-term outcomes achieved.
- Bidders for Lots 1 & 3 were further asked how their organisation would work to successfully deliver tenancy sustainment and support across all stages of the 'residents' journey' and the outcomes to be achieved from the dedicated services provided.
- Bidders for Lot 2 were further asked, as part of the Selection Questionnaire, to example key relationships with Black and Ethnic minority (BAME) and specialist registered providers, their partnership deliveries and the added value provided through these relationships.

#### **Mitigating actions to be taken**

No mitigation action identified

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics

#### **Religion and belief**

Religion refers to a person's faith (e.g. Buddhism, Islam, Christianity, Judaism, Sikhism, Hinduism). Belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who follow a religion or belief, including lack of belief?

Please provide evidence to explain why this group may be particularly affected.

### Religious profile of Enfield (2021 Census)<sup>3</sup>

Religion	Proportion of Enfield population
Christian	46.4%
Buddhist	0.5%
Hindu	3.1%
Jewish	1.1%
Muslim	18.6%
Sikh	0.4%
Other religion	3.1%
No religion	19.8%
Religion not stated	7.0%

We do not believe that the increase in social housing will have a differential impact (positive or negative), because of religion or belief as properties will be allocated based on housing need and not other characteristics.

### Mitigating actions to be taken

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics

### Sexual Orientation

Sex refers to whether you are a female or male.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on females or males?

Please provide evidence to explain why this group may be particularly affected.

For the first time in 2021, the Census included a voluntary question on sexual orientation for all respondents aged 16 and over.<sup>4</sup> The different sexual orientations that people could choose from included:

- Straight or heterosexual

<sup>3</sup> ONS, [Religion, England and Wales: Census 2021](#)

<sup>4</sup> ONS, [Sexual orientation, England and Wales: Census 2021](#)

- Gay or lesbian
- Bisexual
- Other sexual orientation (respondents were then asked to write in the sexual orientation with which they identified)

In Enfield, 90.3% of residents aged 16 and over responded to this question.

Sexual orientation	Enfield population aged 16 years and over	Percentage of Enfield residents aged 16 years and over
<b>Straight or heterosexual</b>	226,705	88.15%
<b>Gay or lesbian</b>	2,342	0.91%
<b>Bisexual</b>	2,073	0.81%
<b>Pansexual</b>	944	0.37%
<b>Asexual</b>	74	0.03%
<b>Queer</b>	35	0.01%
<b>All other sexual orientations</b>	151	0.06%
<b>Not answered</b>	24,858	9.67%

2,595 applicants in the housing register specified their sexual orientation whereby 97.1% identified themselves as heterosexual, less than 1% as gay/lesbian and 2% as other.

An increase in social housing will not have a differential impact (positive or negative) because of sexual orientation as properties will be allocated based on housing need and not other characteristics.

#### **Mitigating actions to be taken**

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics

#### **Sex**

This refers to whether a person is sexually attracted to people of the same sex or a different sex to themselves. Please consider the impact on people who identify as heterosexual, bisexual, gay, lesbian, non-binary or asexual.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people with a particular sexual orientation?

Please provide evidence to explain why this group may be particularly affected.

There is a disproportionate number of female applicants on the housing register representing 74.6% of 6,216 applicants that have indicated their sex. Male applicants make up 25.3% of the applicants.

Women are more likely to be single parents – 94% of single parents on Enfield's Housing Register are mothers. Therefore, the increased provision of more family homes, which are available to residents on the housing register, will help lone female parents who have made successful homeless applications, and their children, find much needed stability after likely spending years in temporary accommodation.

The Affordable Housing Framework will assist the Council to build more affordable housing in the borough. This is expected to positively impact on all residents on the Housing Needs Register, in particular women who are more likely to be on the housing register, by increasing the amount of affordable housing available.

#### **Mitigating actions to be taken**

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics

#### **Socio-economic deprivation**

This refers to people who are disadvantaged due to socio-economic factors e.g. unemployment, low income, low academic qualifications or living in a deprived area, social housing or unstable housing.

Will this change to service/policy/budget have a **differential impact [positive or negative]** on people who are socio-economically disadvantaged? Yes

Please provide evidence to explain why this group may be particularly affected.

Enfield is the 9th most deprived London borough and has the 11th highest rate of child poverty in the country. Enfield's median household income is £35,300, which is the 9th lowest of the 33 London boroughs and lower than the London average. Within the borough, there are clear differences in household income between the western and eastern parts. Median incomes in the most affluent neighbourhoods are twice those of the least affluent.

The median rent charge in the year ending March 2021 was £1,300. This is 44% of the median household income per month. As at March 2020, 3,497 households were in temporary accommodation – the second highest number of all English authorities. Enfield has a higher total number of households in temporary accommodation per thousand, (26.29), than the England, (4.03), and London, (16.05), average.

The projected increase in homes will have a positive impact by providing more housing in the borough and more affordable rental homes and family sized homes to residents on the housing register.

**Mitigating actions to be taken.**

Upon contracts within the borough being awarded under this framework the implementation of the decision will be monitored by the mechanisms to be put in place for each award to ensure that it is not having a differential impact on people or households with protected characteristics

## Section 4 – Monitoring and review

How do you intend to monitor and review the effects of this proposal?

Who will be responsible for assessing the effects of this proposal?

Equalities data on ethnicity and disability is currently captured for some applicants but is not comprehensive.

Equalities data is not currently collated on religion, sexual orientation or gender reassignment.

In future, applicants will be asked the Council's standard monitoring questions in relation to religion, sexuality and gender reassignment, as well as the standard Council equalities questions on age, gender, ethnicity and whether the applicant or household has a disability.

The Head of Housing Management will have overall responsibility for the implementation of the mitigating actions.

## Section 5 – Action plan for mitigating actions

Any actions that are already completed should be captured in the equality analysis section above. Any actions that will be implemented once the decision has been made should be captured here.

Identified Issue	Action Required	Lead officer	Timescale/By When	Costs	Review Date/Comments
EQI matters relating to religion, sexuality and gender reassignment, as well as the standard Council equalities questions on age, gender, ethnicity and whether the applicant or household has a disability, relevant to LBE, where call offs are for contracts let by LBE	Bid applicants will be asked the Council's standard monitoring questions in relation to religion, sexuality and gender reassignment, as well as the standard Council equalities questions on age, gender, ethnicity and whether the applicant or household has a disability	TBC	On issue of any contract call off	Variable, according to the scale, nature & type of contract being called off	



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