

DATE: *15 March* 2019

SERVICE LEVEL AGREEMENT

Between

BESPOKE SUPPORTIVE TENANCIES LTD

and

DOMCARE @FIELDBAY LIMITED

CMS Cameron McKenna Nabarro Olswang LLP
2 College Square
Anchor Road
Bristol BS1 5UE
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

THIS AGREEMENT is made

15 March

2019

BETWEEN

- (1) **BESPOKE SUPPORTIVE TENANCIES LTD** (a company registered in England and Wales with number 07375502) whose registered office is 2a Sentinel House, Albert Street, Eccles, Manchester, United Kingdom M30 0NJ (the “**Registered Provider**”); and
- (2) **DOMCARE @FIELDBAY LIMITED** registered under company number 08994056 whose registered address is at Chestnut House, Taw Business Village, Swansea Enterprise Park, Swansea SA7 9LA (the “**Support Provider**”).

1. AIM OF THE AGREEMENT AND PROPERTY REFURBISHMENT

- 1.1 The purpose of this Agreement is to:
 - (a) ensure effective joint working between the Registered Provider and the Support Provider;
 - (b) clarify their respective accountabilities; and
 - (c) guarantee good collaboration between the two parties to ensure the effective provision of housing and support services to Occupants.
- 1.2 The Support Provider is a registered provider of social care which is in the process of being registered with the CIW and with the Local Authority and the Support Provider will use reasonable endeavours to complete such registration and will notify the Registered Provider of its number once available.
- 1.3 The Registered Provider is a registered provider of social housing registered with the Regulator of Social Housing under registration number

2. HOUSING MANAGEMENT AND SUPPORT: REGISTERED PROVIDER AND SUPPORT PROVIDER RESPONSIBILITIES

- 2.1 The Registered Provider will manage the Properties in accordance with best housing management practice and in compliance with the HCA’s regulatory requirements including (without limitation):
 - (a) governance arrangements;
 - (b) risk management control;
 - (c) Business planning and monitoring; and
 - (d) accountability to and empowering of tenants
- 2.2 The Support Provider will provide a support service to the Occupants of the Property covered by this Agreement in accordance with best professional practice and in compliance with the requirements of the CIW (where the property is regulated by CIW) and the Commissioner and shall ensure that it has agreed the funding of such support services with the Commissioner and (as soon as reasonably practicable) a contract is in place with the Commissioner in this regard.
- 2.3 The Support Provider shall be responsible for the provision of appropriate care and/or support to the individual Occupants based on assessments carried out by Social Services, the Clinical Commissioning Group or Continuing Healthcare and agreed with the Support Provider. The Support Provider will use its reasonable endeavours to provide care and/or support that will

enable the Occupants to take up and maintain their tenancy at the Property, which will incorporate accommodation related support relevant to the needs of the Occupant.

- 2.4 Both parties will co-operate with each other where there needs to be joint working between the parties for both parties to satisfactorily deliver services.
- 2.5 The Registered Provider will allow the Support Provider access to and use of the communal and other areas of the Property (including individual Occupants' rooms) at all times to enable the Support Provider to provide support services to the Occupants on behalf of the Registered Provider.
- 2.6 The Registered Provider and Support Provider will each nominate a specific person to be responsible for the liaison required between the two organisations.
- 2.7 The detailed respective responsibilities of the Registered Provider and the Support Provider are attached as Schedule 2. Further support services provided by the Support Provider are attached as Schedule 4. The parties shall comply with their respective obligations under Schedule 2 and Schedule 4.
- 2.8 The Registered Provider shall be at all times the holder of a Lease of the Property. The Occupants, by virtue of entering into an Occupancy Agreement, shall be the tenants or licensees of the Registered Provider.

3. AGREEMENT TERM

- 3.1 This Agreement shall commence on the Commencement Date (and the parties shall notify each other of termination of the Underlease such that the Commencement Date shall apply) and shall continue unless terminated earlier in accordance with clause 16 until:
 - (a) the date 10 years after the Commencement Date ("Initial Term") when it shall terminate automatically without notice unless, no later than 12 months before the end of the Initial Term, the Support Provider gives notice in writing to the Registered Provider that the term of the Agreement shall be extended for a further period of 5 years ("First Extended Term");
 - (b) the Agreement shall terminate automatically at the end of the First Extended Term without notice unless, no later than 12 months before the end of the First Extended Term the Support Provider gives notice in writing to the Registered Provider that the term of the Agreement shall be extended for a further period of 5 years ("Second Extended Term");
 - (c) the Agreement shall terminate automatically at the end of the Second Extended Term without notice unless, no later than 12 months before the end of the Second Extended Term the Support Provider gives notice in writing to the Registered Provider that the term of the Agreement shall be extended for a further period of 2 years ("Third Extended Term"); and
 - (d) the Agreement shall terminate automatically without notice at the end of the Third Extended Term.
- 3.2 Following termination, the parties shall work together to ensure a smooth transition of the care and support services to a new provider, or of the Occupants to a new property.
- 3.3 Where the Registered Provider transfers the Lease of the Property to another registered provider (registered with the HCA), they will, with the input of the Support Provider devise a plan to

ensure a smooth transition with minimum disruption to Occupants and their support provision. In such circumstances the Support Provider agrees to enter into a novation agreement with the Registered Provider and the incoming registered provider in a form agreed between the parties (acting reasonably) providing for the transfer of the Registered Provider's rights and obligations under this Agreement to the incoming registered provider.

- 3.4 The Support Provider shall be entitled to novate the benefit and burden of this Agreement to another suitably qualified care provider with the prior written consent of the Registered Provider (such consent not to be unreasonably withheld or delayed) and where the Support Provider so wishes to do so the Support Provider shall notify the Registered Provider in writing of its wish to novate the Agreement and the reasons for this and, provided that the Registered Provider so consents (such consent not to be unreasonably withheld or delayed), the Registered Provider shall forward such notification to the Superior Landlord, requesting its consent to the novation. The Support Provider acknowledges and that the novation may only proceed if the Superior Landlord consents to this in writing in advance. Where the Registered Provider and the Superior Landlord consent to the novation:
- (a) the parties will (at the reasonable cost of the Support Provider) enter into such documentation as is reasonably necessary to give effect to the novation; and
 - (b) the Support Provider will with the help of the Registered Provider devise a plan to ensure a smooth transition with minimum disruption to Occupants and their support provision.
- 3.5 For the purposes of clause 3.4 "suitably qualified care provider" shall mean: a care provider who is reputable and has good standing in financial management, organisational and care matters and:
- (a) is a registered provider of social care registered with the CIW;
 - (b) is approved by the Local Authority or other relevant commissioner to provide support services to the Occupants and has a contract in place with the Local Authority (or other relevant commissioner) for the funding of such support services; and
 - (c) is on the list of acceptable care providers approved by the Registered Provider or the Local Authority.
- The Registered Provider may in its complete discretion agree to waive any of these requirements, subject always to the Superior Landlord's consent to do so (to be sought under clause 3.4).
- 3.6 This Agreement shall be capable of being novated by the Support Provider to a Group Company (provided that the proposed support provider is of equal or better financial covenant strength as the outgoing support provider) the form of such novation to be agreed between the parties (acting reasonably) and provided that any Group Company to who this Agreement is novated enters into a direct deed of covenant with the Registered Provider and the Superior Landlord to comply with the terms of this Agreement (whether separately or in the novation document).
- 3.7 For the avoidance of doubt, where the Support Provider provides care at the property, whether or not this Agreement is terminated for any reason, the Support Provider shall continue to perform its obligations under this Agreement including in relation to liability for Void Costs as set out in Clause 9. This Clause 3.7 shall survive termination of this Agreement and will cease to have effect once the Support Provider has ceased to provide care at the Property.

4. SELECTION, ALLOCATION AND VOIDS

The agreed referral, selection and allocation policy and procedure in respect of the referral and selection of potential Occupants by the Support Provider to the Registered Provider is attached at Schedule 3. The Registered Provider (acting reasonably) shall grant tenancies or licences to Occupants in accordance with the Registered Provider's standard approved form of licence or lease from time to time.

5. CONFIDENTIALITY AND DATA PROTECTION

- 5.1 Both parties agree to respect the confidentiality of individual Occupants and comply with the Data Protection Act Legislation and other relevant law. The Support Provider and the Registered Provider will determine the appropriate legal basis for processing, should there be a need to share information between them and with third parties in order to ensure that the housing management and support is delivered effectively.
- 5.2 If the Support Provider and/or Registered Provider determines that the consent of the Occupant is required for the sharing anticipated pursuant to clause 5.1, and the requisite consent is not given, then this may result in the Registered Provider or Support Provider (as applicable) being in breach of its obligations under the Data Protection Legislation and may have implications for the delivery of care and/or support and the possible consequences should be clearly explained to the Occupant.
- 5.3 The parties acknowledge that for the purposes of the Data Protection Legislation and at various times throughout the term of this Agreement, they may be a controller or processor (as defined in the Data Protection Legislation). Accordingly, where:
- (a) a party is a controller in respect of personal data (as defined in the Data Protection Legislation) such party shall comply with the Data Protection Legislation; and
 - (b) a party is a processor of personal data of which the other party is the controller, the terms set out in Schedule 7 shall apply to the processing of that personal data.
- 5.4 There may be particular circumstances in which disclosure of information is required by statute or court order or exceptionally, in the absence of consent, can be justified in the public interest. Disclosures based on public interest involve weighing that interest against the duty of confidence in that particular set of circumstances.
- 5.5 The Support Provider shall provide to the Registered Provider on request such information as it reasonably requires in respect of the use of the Property, which shall include (without limitation) details of voids, types of occupants, standards of service delivery and such limited financial information as the Registered Provider may reasonably require PROVIDED for the avoidance of doubt any personal records and data relating to occupants and staff will be excluded due to data protection.
- 5.6 Nothing in this clause 5 shall prevent the disclosure of Confidential Information to the extent:
- (a) such disclosure is required by law
 - (b) the Confidential Information become generally available to the public, other than in breach of this clause 5 or any other obligation of confidentiality; or
 - (c) the Confidential Information was, is or becomes available to the recipient from a person not bound by an obligation of confidentiality.

6. PREVENTION OF CORRUPTION

- 6.1 Both the Registered Provider and Support Provider shall:
- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
 - (b) Promptly report to the other any request or demand which if complied with would amount to a breach of either this Agreement or the Bribery Act 2010; and
 - (c) ensure that any person associated with it who is performing services in connection with this Agreement does so only on the basis of a written contract incorporating the same or at least as strict anti-corruption provisions.
- 6.2 Breach of this clause 5 shall be deemed a material breach of this Agreement entitling the other party to terminate it immediately, unless remedied to that party's reasonable satisfaction.

7. FIRE, HEALTH AND SAFETY

- 7.1 The Support Provider will notify the Registered Provider of disrepair of which it is aware, on behalf of the Occupants where they are unable/unwilling to do so. Defective firefighting and fire protection equipment is to be reported to the Registered provider by the Support Provider promptly on becoming aware of the same.
- 7.2 The Registered Provider will rectify any disrepair at the Property within the repair response timescales detailed in Schedule 5. If the Registered Provider fails to carry out emergency repairs within the agreed timescale stipulated in Schedule 5, then the Support Provider may carry out reasonable immediate arrangements to eliminate or mitigate the hazard, provided that the Support Provider will inform the Registered Provider as soon as possible of the nature of the emergency and such works as have been carried out. The Registered Provider will meet the reasonable cost of such emergency work provided any such claim is supported by satisfactory documentary evidence of the costs incurred.
- 7.3 The Registered Provider will provide adequate means of escape in the event of fire and fire protection equipment at the Property and arrange to have this equipment serviced and maintained in good repair and working order in accordance with statutory obligations. The Registered Provider with the assistance of the Support Provider will ensure all Occupants are aware of the means of escape and conduct an annual fire drill.
- 7.4 The Support Provider will carry out weekly smoke alarm tests and keep appropriate records.
- 7.5 The Support Provider will carry out periodic tests & actions as detailed in Schedule 2 & Schedule 4 to reduce the likelihood of burns and scalds and infection.
- 7.6 The Registered Provider will provide appropriate temporary accommodation for Occupants in the event of an emergency. The Support Provider may at the Registered Provider's expense assist in this to the extent that it is reasonable to do so.
- 7.7 In the event of an emergency outside office hours relating to electricity, gas or water services, or anything that would endanger the health and safety of the Occupants, the Support Provider will contact the Registered Provider's specified emergency service telephone number(s) and request attendance to eliminate the hazard.

- 7.8 If for whatever reason the Registered Provider's emergency service is not available or fails to carry out the emergency repair within the agreed timescale stipulated in Schedule 5, then the Support Provider may make reasonable immediate arrangements to eliminate the hazard. The Support Provider will inform the Registered Provider as soon as possible of the nature of the emergency and such work as has been carried out. The Registered Provider will meet the cost of such emergency work unless it has resulted from the negligence of the Support Provider. Maintenance repair response times are attached as Schedule 5.
- 7.9 For the duration of this Agreement the Registered Provider will be responsible for ensuring that the Property meets the minimum standards specified in the Department for Communities and Local Government's "A Decent Home" guidance and the Housing Corporation's "Design and Quality Standards" (in either case, as amended or superseded from time to time).
- 7.10 The Registered Provider will carry out weekly smoke alarm tests and keep appropriate records.

8. LEGAL ACTION IN RESPECT OF OCCUPANCY AGREEMENTS AND RISK INFORMATION

- 8.1 Should the Registered Provider have any reason to take legal action against any Occupant under the terms of the Occupancy Agreement it will inform the Support Provider at each stage of any action to be taken and reasons for the action. The Registered Provider shall bear the cost of all legal action.
- 8.2 The Registered Provider will fully consult with the Support Provider and take account of any reasonable request made by the Support Provider before taking any legal proceedings against an Occupant.
- 8.3 Where an Occupant poses an immediate health and safety risk whilst in occupation of the property, the Support Provider will share the relevant information as soon as reasonably practicable after the Support Provider becomes aware of such a risk.

9. FINANCIAL ARRANGEMENTS

- 9.1 The Registered Provider will set and collect the weekly rent and service charge in compliance with the requirements of the HCA and the Registered Provider's Occupancy Agreement with the Occupants.
- 9.2 The Registered Provider (acting reasonably and fairly) will review the charges annually in accordance with its rent and service charge setting policy and inform the Support Provider and the Occupants about any proposed changes to rent or service charges. Any increases in amounts will be in line with housing benefit or other authority funding increases receivable by the Registered Provider.
- 9.3 The Support Provider will promptly issue a Notice to the Registered Provider when any vacancy arises (to be sent by the Support Provider when any tenant at the Property serves a notice terminating their Occupancy Agreement or abandons the Property or Unit).
- 9.4 The Support Provider will promptly issue a Notice to the Registered Provider when any vacancy has already arisen as at the date hereof or arises subsequently (to be sent by the Support Provider when any tenant at the Property has already served as at the date hereof or subsequently serves a notice terminating their Occupancy Agreement or has already abandoned as at the date hereof subsequently abandons the Property or Unit).

- 9.5 The Support Provider agrees to pay to the Registered Provider during any Void Costs Period the Void Costs on a 4 weekly in arrears basis against a valid invoice in respect of any empty Unit until the date that an Occupancy Agreement is put in place in respect of that Unit or until the Unit is occupied (whichever is sooner) and if a vacancy arises on any number of further occasions in the same Unit the Support Provider will have the same obligation to pay to the Registered Provider the Void Costs in respect of the empty Unit should a Void Costs Period arise again in relation to it PROVIDED THAT the Support Provider shall not be liable at any time for any Void Costs if any Units are destroyed or rendered unfit for safe occupation by an Occupant save in circumstances where the Support Provider has failed to meet any of its relevant obligations under this Agreement
- 9.6 For the avoidance of doubt, the Support Provider has absolute sole rights to nominate or accept nominations from the Registered Provider.

10. INSURANCE

- 10.1 The Registered Provider will use reasonable endeavours to enforce the covenants in its Lease that relate to insurance of the Property to ensure the Property is insured to its full replacement value and shall be responsible for the cost of providing appropriate temporary accommodation for Occupants if a Property becomes uninhabitable to cover the period until the Property is habitable or such suitable alternative premises have been provided by the Registered Provider or the Local Authority in each case so as to enable the Support Provider to continue to provide its services under this Agreement.
- 10.2 The Registered Provider will take out and maintain public liability insurance and provide cover of up to £10 Million with a reputable and solvent insurer.
- 10.3 The Support Provider will take out and maintain the following insurances with a reputable and solvent insurer and shall, on the request of the Registered Provider, produce a copy of the insurance policy and a receipt for the payment of the current premium:-
- (a) public liability insurance and provide cover of up to £10 Million
 - (b) employer's liability insurance to a minimum of £10 million; and
 - (c) professional indemnity insurance in a minimum amount of £5 million.
- 10.4 The Registered Provider will keep insured for full value the furniture, fittings and effects within the Property (where supplied) with a reputable and solvent insurer.
- 10.5 The Registered Provider will inform Occupants about insuring their personal possessions held at the Property.

11. GENERAL

- 11.1 Both the Registered Provider and the Support Provider will:
- (a) pass on to the other within seven days of receipt a copy of any Notice received by or served on them;
 - (b) notify the other immediately of any incident which could lead to adverse publicity or of any change of circumstances or any complaint concerning the Property, either party or the services provided by either party under this Agreement;
 - (c) notify the other of any safeguarding issues arising in relation to the Property, any Occupant or any member of staff of either party involved in the delivery of the

- services at the Property and notify the Local Authority, police and Disclosure Barring Service as appropriate and required by law; and
- (d) not to knowingly do or (so far as lies within its power) permit anything to be done in the Property which would invalidate any insurance taken out relating to the Property or the furniture, fittings and effects within the Property (where supplied) or which would increase the premiums payable.
- 11.2 Should either party become aware of any circumstances that may affect the continued provision of the services under this Agreement they have an obligation to inform the other within 7 days.
- 12. GRIEVANCES**
- 12.1 Should either party be dissatisfied with the performance of the other under the terms of this Agreement or if there is a dispute in relation to the terms of this Agreement or delivery of this Agreement ("Dispute") the parties shall attempt, in good faith, to resolve such Dispute promptly through liaison meetings. If the matter cannot be resolved through liaison meetings, either party shall request a meeting with the relevant Regional Manager (or similar) of the other party, upon 14 days prior written notice (or a shorter notice period if the parties agree) ("Review Meeting") to address the Dispute. Regional Managers (or similar) of both parties shall attend the meeting and use their reasonable endeavours and acting in good faith to resolve the Dispute.
- 12.2 If the issue remains unresolved after the procedure in clause 12.1 has been followed, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute (or such longer period as is agreed in writing between the parties), the mediator will be nominated by CEDR.
- 13. LIAISON, REVIEW AND REVISION**
- 13.1 The parties agree to meet on a quarterly basis to ensure the smooth running of the Property and the services provided by each of them at the Property.
- 13.2 Liaison meetings will focus on:
- (a) areas where there are joint responsibility, such as selection allocation, health and safety issues;
 - (b) support issues where information needs to be shared such as maintenance and housing services; and
 - (c) any action taken or proposed to be taken by the Registered Provider in respect of any Occupant.
- 13.3 Both parties agree to respect the confidentiality of information concerning the Occupants, which may from time to time become available to them, in accordance with this Agreement and (as applicable) their published policies.
- 13.4 The Registered Provider and the Support Provider may review the working of this Agreement annually. Amendments to this Agreement may be made at any time with the consent of both parties, if recorded in writing and signed by or on behalf of both parties.

14. EQUAL OPPORTUNITIES

The Support Provider and the Registered Provider are committed to anti- discriminatory practice in the recruitment and employment of staff and in delivery of services. Both parties agree to follow the principles as laid down in their respective Equal Opportunities Policies and in guidance set out by the HCA, where appropriate.

15. TERMINATION

15.1 This agreement may only be terminated as follows:

- (a) By both parties signing a replacement Agreement.
 - (b) At any time after the expiry of five years from the date of this Agreement by written agreement of both parties entered into after the expiry of 10 working days notice given to the Superior Landlord (which in the case the Support Provider must be signed by 2 directors or authorised attorneys)
 - (c) A party may immediately terminate this Agreement by written notice if the other party:
 - (i) breaches a material term of this Agreement (and if remediable the breach has not been remedied within 14 days of receiving notice requiring it to be remedied);
 - (ii) repeatedly breaches any of the material terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the material terms of this Agreement;
 - (iii) ceases to carry on business; and/or
 - (iv) is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any steps is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances.
 - (d) By the Registered Provider immediately by written notice to the Support Provider if the Support Provider ceases to be registered with CIW or otherwise ceases to have all necessary consents and powers required to perform its functions under this Agreement
 - (e) By the Registered Provider or the Service Provider immediately by written notice to the Support Provider or the Registered Provider respectively if the Registered Provider ceases to either be the legal owner of the Property or the occupant under a valid lease from the legal owner of the Property.
 - (f) By the Registered Provider immediately by written notice to the Support Provider if an SLA Break Event occurs.
- 15.2 If the Registered Provider ceases to either be the legal owner of the Property or the occupant under a valid lease from the legal owner of the Property, the Support Provider will on request from the Registered Provider:

- (a) novate this Agreement to the new legal owner of the Property or the occupant under a valid lease from with the legal owner of the Property; and
 - (b) enter into such documents as are reasonably necessary to give effect to the novation contemplated by this clause 15 in a form agreed between the parties (each acting reasonably).
- 15.3 In accordance with clause 22 (Break Clause).

16. THIRD PARTY RIGHTS

Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

17. ENTIRE AGREEMENT

- 17.1 This agreement and any documents referred to in it constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
- 17.2 Each party acknowledges that, in entering into this Agreement and the documents referred, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents.
- 17.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a representation shall be for breach of contract as provided in this Agreement.
- 17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all counterparts will together constitute one and the same agreement

20. GOVERNING LAW AND JURISDICTION

This Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and both parties agree to submit to the exclusive jurisdiction of the English courts.

21. LICENCE TO OCCUPY

21.1 In this clause 8:

“Licensed Areas” means the staff service areas and staff offices (if any) provided by prior agreement between the Service Provider and the Registered Provider at the Property which shall include any Office Unit(s).

“Licence Fee” means £100 per week for any Office Unit(s) as per Schedule 6 and as increased on 1 February in each year of this Agreement by the same percentage increase (if any) in the CPI over the same period in the event of any such increase (if any) in Housing Benefit or other authority benefit (or as per the core rent set out in any subsequent Occupancy Agreement) together with council tax liability (if any) relating to the Office Unit(s).

“Licence Period” means the period from the date of this Agreement until the date on which this Agreement expires or otherwise terminates.

“Permitted Use” means such uses as may reasonably be required to allow the Support Provider to perform its obligations under this Agreement.

21.2 The Registered Provider (as licensor) permits the Support Provider and its employees (as licensee) to occupy the Licensed Areas for the Permitted Use for the Licence Period in common with the Registered Provider and all others authorised by the Registered Provider.

21.3 The Support Provider acknowledges that:

- (a) the Support Provider and its employees shall occupy the Licensed Areas as a licensee and that no relationship of landlord and tenant is created between the Registered Provider and the Support Provider;
- (b) the Registered Provider retains control, possession and management of the Licensed Areas and the Support Provider has no right to exclude the Registered Provider from the Licensed Areas;
- (c) the licence to occupy granted by this clause 8 is personal to the Support Provider and is not assignable and may not otherwise be dealt with by the Support Provider in any way other as a result of a novation made in accordance with this Agreement; and
- (d) the Registered Provider shall be entitled at any time on giving not less than 14 days' notice to require the Support Provider to move to suitable alternative space elsewhere within the Property and the Support Provider shall comply with such requirement but only if such suitable alternative accommodation exists.

21.4 The Support Provider agrees and undertakes to pay:

- (a) to the Registered Provider the Licence Fee on demand together with such VAT as may be chargeable on the Licence Fee; and
- (b) to the relevant suppliers all costs in connection with any separately metered supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Licensed Area.

21.5 At the end of the Licence Period the Support Provider shall ensure the Licensed Areas are left clean and tidy and are unoccupied.

22. **BREAK CLAUSE**

- 22.1 Either the Registered Provider or the Support Provider may terminate this Agreement on either (a) the fifth anniversary of the Commencement Date (the “**Termination Date**”) on giving not less than six months’ prior written notice to the other provided that on expiry of any notice given by the Support Provider to the Registered Provider the Support Provider has:
- (a) paid all sums due under this Agreement up to the relevant Termination Date and any value added tax (if any) on them; and
 - (b) procured that it is no longer in occupation of the Property and that the Property is returned to the Registered Provider free from any third party occupiers and any subsisting underleases except for:
 - (i) any Occupant; and
 - (ii) any new support provider procured pursuant to clause 3.1 of this Agreement.
- 22.2 The Registered Provider may waive any of the pre-conditions set out in clause 22.1 at any time before the relevant Termination Date by written notice to the Support Provider.
- 22.3 Any termination of this Agreement in accordance with this clause is without prejudice to the continuing liability of the Support Provider for any sums due under this Agreement or for a breach of covenant or condition that occurs before expiry of the notice.
- 22.4 On any termination of this Agreement, the Support Provider will ensure a smooth transition with minimum disruption to the Occupants and their support provision.
- 22.5 On service of a notice pursuant to clause 22.1, the Support Provider will assist the Registered Provider to ensure a smooth transition of the care and support services to a new support provider.

23. **CHANGE IN LAW**

- 23.1 Both parties shall take all steps necessary to ensure compliance with terms of this Agreement following any Change in Law.
- 23.2 On the occurrence of any Change in Law which was not foreseeable at the date of this Agreement:
- (a) either party may give notice to the other of the occurrence of the Change in Law;
 - (b) the parties shall meet within 10 working days of the notice in clause 23.2(a) to consult and seek to agree whether a Change in Law has occurred and of the effect such change has on the obligations of the parties under this Agreement. If no agreement can be reached within 10 working days the dispute shall be referred for determination in accordance with clause 12.
- 23.3 Both parties shall, without prejudice to its general obligation to comply with the terms of this Agreement:
- (a) use all reasonable endeavours to mitigate the adverse effects of any Change in Law and take all reasonable steps to minimise any increase in costs arising from such Change in Law; and
 - (b) use all reasonable endeavours to take advantage of any positive or beneficial effects of any Change in Law and take all reasonable steps to maximise any reductions in costs arising from such Change in Law.

SIGNED

on behalf of the Registered Provider

A handwritten signature in black ink, appearing to read 'J. K.' or a similar name.

SIGNED

on behalf of the Support Provider

SCHEDULE 1 DEFINITIONS

In this Agreement the following expressions will have the following meanings:

- “Change in Law”** means the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any law or any amendment or variation to any law or any judgment of a relevant court of law which changes binding precedent in England and Wales in each case after the date of this Agreement;
- “Commencement Date”** means the date of termination of the Underlease;
- “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;
- “CPI”** means the Consumer Prices Index published by the Office for National Statistics or any equivalent official index replacing it;
- “CIW”** means the Care Inspectorate Wales established under the Regulation and Inspection of Social Care (Wales) Act 2016 or such other successor or body established as the independent regulator of health and social care in;
- “Data Protection Legislation”** means the means (i) the GDPR, the LED and any applicable national laws implementing them as amended from time to time (ii) the DPA 2018 (iv) all applicable law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations;
- “DPA 2018”** means Data Protection Act 2018;
- “GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679)
- “Group Company”** means a company which is a member of the same group of companies as the Support Provider within the meaning of section 42 of the Landlord and Tenant Act 1954;
- “HCA”** means the Housing and Communities Agency (or any replacement or successor body);
- “Lease”** means the lease pursuant to which the Registered Provider has an interest in the Property;
- “LED”** means the Law Enforcement Directive (Directive (EU) 2016/680);
- “HCA”** means the Housing and Communities Agency (or any replacement or successor body);
- “Lease”** means the lease pursuant to which the Registered Provider has an interest in the Property;
- “Local Authority”** means the relevant local authority in respect of the Property;
- “Notice”** means any notice received by either party from any source (excluding notices seeking possession) which relates to the Unit, the Property, the Occupants or the services provided by the parties and which must be in writing;

“Occupancy Agreement” means an occupancy agreement entered into by each of the Occupants in accordance with the form of tenancy or licence agreement which is in accordance with the Registered Provider’s approved form of licence or lease from time to time;

“Occupants” means persons accommodated at the Property who enter into an Occupancy Agreement;

“Office Units” means the staff offices provided by prior agreement with the Registered Provider at the Property (if any);

“Property” means the property more particularly described in Schedule 6;

“SLA Break Event” one or more of the following:

- (a) the CIW has revoked the Support Provider’s CIW registration in respect of the Property;
- (b) the relevant commissioning authority has terminated the Support Providers’ commissioning contract and there is no alternative commissioning contract satisfactory to the Landlord (acting reasonably);
- (c) there is a breach of any payment obligations within this Agreement by the Support Provider and such breach (if capable of remedy) is not remedied within 14 days’ notice from the Registered Provider and/or the Superior Landlord;
- (d) there is a material breach of the Support Providers’ care obligations in this Agreement and such breach (if capable of remedy) is not remedied within 3 months’ notice from the Registered Provider and/or the Superior Landlord;
- (e) the Support Provider receives notice of a material regulatory breach from the CIW and such breach (if capable of remedy) is not remedied within 3 months’ notice from the Registered Provider and/or the Superior Landlord; or
- (f) there is a breach of the Relationship Agreement which is not remedied in accordance with its terms;

“Specialist Supported Housing” means residential accommodation being specialised supported housing for the purposes of the Social Housing Rents (Exceptions & Miscellaneous Provisions) Regulations 2016 or residential accommodation accepted by the local authority or the health service for supported housing and which includes an element of specialised support for residents;

“Superior Landlord” means the landlord from time to time under the Lease;

“Term” means the term of this agreement set out in clause 3;

“Underlease” means the Underlease dated on or around the date hereof made between Bespoke Supportive Tenancies Ltd (1) and Domcare @ Fieldbay Limited (2)

“Void Costs” means the core rent and service charge as stated in Schedule 6 and as increased on each anniversary of the date of this Agreement by the same percentage increase (if any) in the CPI over the same period (or as per the core rent set out in any subsequent Occupancy Agreement, whichever is the higher) together with the service charge, council tax liability (if any) save that for the avoidance of doubt the core rent increase shall not be proportionally less than any rent increase under the Lease;

"Void Costs Period" means the period commencing on the date three (3) months from and including any Unit ceasing to be occupied (or the date hereof if unoccupied at the date of this agreement) and ending on the date that the Unit is re-occupied;

"Unit" means a room, set of rooms or bed space at the Properties capable of being the subject of an Occupancy Agreement which shall exclude the Office Unit.

b. **Interpretation**

In this Agreement:

- (a) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (b) A reference to a statute or statutory provision is a reference to it as amended, extended or re- enacted from time to time.
- (c) A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- (d) A reference to a government or statutory body or authority shall include all replacement or successor bodies or authorities.
- (e) A reference to a particular guidance or a standard shall include all revised or replacement guidance or standards.
- (f) Any notice to be served on the Support Provider shall be copied by e-mail to Robert Arnison of DLA Piper UK LLP (Robert.arnison@dlapiper.com).

SCHEDULE 2
HOUSING MANAGEMENT AND SUPPORT
REGISTERED PROVIDER AND SUPPORT PROVIDER RESPONSIBILITIES

1. The Registered Provider is responsible for:

- (a) Ensuring individual Occupants claim appropriately for personal benefits and that any changes to circumstances are reported to the appropriate benefit department as required.
- (b) Lettings and facilitating the signing of the Occupancy Agreements.
- (c) Discussing the contents of the Occupancy Agreement with Occupants and/or their advocates.
- (d) Administering the Occupancy Agreement and carrying out its obligations as landlord and ensuring that the Occupants carry out their obligations under the agreement.
- (e) Advising Occupants on housing related welfare benefits.
- (f) Undertaking legal action relating to breaches of the Occupancy Agreement as necessary. In accordance with clause 7 the Registered Provider will inform the Support Provider about any legal action and will consult the Support Provider about any terminations. The Registered Provider will bear the cost of any legal proceedings.
- (g) Setting the rent and service charges in accordance with clause 9.
- (h) Maintaining proper records of rent and charges payable and received.
- (i) Collecting rent and service charges.
- (j) Maintaining the Property in good and substantive repair and condition and in accordance with the requirements of the Landlord and Tenant Act 1985. The Registered Provider's response times for repairs are specified in Schedule 5.
- (k) Arranging and monitoring equipment service contracts.
- (l) Undertake annual Pat testing of all electrical equipment at the property other than occupants' personal electrical equipment in consultation with the Support Provider and subject to agreed budget.
- (m) Maintaining the decoration of both the interior and exterior of the Property to a reasonable standard.
- (n) Making adequate provision for emergency repairs inside and outside normal office hours. The type of repair which falls within this clause is specified in Schedule 5.
- (o) Promptly inform the Support Provider of any Notices served on the Registered Provider in respect of the Property covered by this Agreement.
- (p) Keeping accounts for the Property covering housing management, maintenance and landlord's services.
- (q) Ensuring that the furniture provided at the Property meets Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended.
- (r) Repairing and replacing all furniture and equipment as required for the efficient and proper running of the Property other than Occupants' personal property in consultation with Support Provider and subject to agreed budget (where supplied).

- (s) Maintaining an inventory of furniture, white goods, carpets and equipment.
- (t) Keeping all gas and electrical equipment at the Property in good and safe working order, replacing where necessary and carrying out regular gas and electrical checks.
- (u) Providing adequate means of escape and fire protection equipment in the Property and arranging to have the equipment serviced on a regular basis.
- (v) Providing and maintaining fire equipment at the Property and replacing where necessary all in accordance with the recommendations of the fire officer.
- (w) Undertaking agreed physical adaptations to the property to meet Occupants needs and to provide adequate funds for those purposes provided such funds are available.
- (x) Insuring the Property, fixtures, fittings and contents belonging to the Registered Provider to their full re-instatement value, and providing insurance for the cost of temporary accommodation in the event of the Property becoming uninhabitable for a reasonable period.
- (y) Cleaning common parts and ensuring that gardens, paths and dustbin areas are kept clean and tidy.
- (z) Consulting on and/or involving Occupants in changes to the management or services offered at the Property.
- (aa) Employing Housing Officers and other appropriate staff to carry out the above responsibilities.
- (bb) Regular liaison with the Support Provider.

2. The Support Provider is responsible for:

- (a) Selecting Occupants in accordance with the selection and allocation policy agreed with the Registered Provider.
- (b) Employing the staff to meet the support needs of Occupants.
- (c) Assessing the support needs of new Occupants in consultation with the Registered Provider.
- (d) Assessing the support needs of new Occupants and ensuring that each has a support plan in place to enable them to develop the necessary skills to resettle/participate in community and leisure activities.
- (e) The general welfare of Occupants.
- (f) Meeting Occupants needs in areas of wellbeing.
- (g) Reviewing the support plans of individual Occupants.
- (h) So far as reasonably lies within its power, ensuring that the services it provides and the operations at the Property are undertaken in accordance with the health and safety policies including keeping means of escape free from obstruction.
- (i) Undertaking regular fire drills and alarm checks.
- (j) On becoming aware of the same notifying the Registered Provider of maintenance defects.
- (k) Giving access to the Registered Provider's maintenance contractors when required.

- (l) Maintaining usual physical security arrangements such as locking doors and windows at night
- (m) Liaising with the Registered Provider and the Local Authority to obtain any aids or adaptations needed by Occupants at the Property.
- (n) Undertaking legionella testing at appropriate intervals where a prudent landlord would do so for the Property
- (o) Providing copies of any inspection reports to the Registered Provider.
- (p) General liaison with the Registered Provider.

SCHEDULE 3

ALLOCATION CRITERIA

The following criteria provide a framework for allocation of Occupants and are not intended to be exhaustive. Each case must be assessed on its own merit.

1. **Client Group**

- (a) The Property is used to provide Specialist Supported Housing to adults with enduring mental health problems, learning disabilities, physical and mental health disabilities, dementia and other categories of supported care services for which the Support Provider is registered with the CIW and for occupants with alcohol and substance dependency issues. For the avoidance of doubt and for the purpose of this Agreement an adult will be deemed to be an individual over the age of 18.
- (b) The Property can accept individuals with a dual or multiple diagnoses.

2. **Compatibility**

When nominating an individual to the Registered Provider for consideration of granting a tenancy or licence the Support Provider will consult with existing Occupants and the Registered Provider at the Property to so far as possible ensure compatibility with the existing Occupants unless (acting reasonably) the Support Provider does not believe that there will be any such compatibility issues

3. **Exclusions**

Unless a nomination for an individual demonstrating any of the following exclusion criteria is supported with suitable evidence of how this will be managed so as not to pose an unreasonable risk or an unreasonable threat the Registered Provider will normally be considered as acting reasonably in rejecting a nominated individual if the individual nominated has a recent (within the last 24 months) history of:

- (a) arson
- (b) extreme violence; or
- (c) serious alcohol or drug misuse

4. **Disputes**

- (a) In the event of a nomination being rejected the Support Provider shall have 14 days in which to appeal the decision. This must be done in writing.
- (b) On receipt of an appeal in line with paragraph 3(a) of this Schedule the Registered Provider and the Support Provider must meet within 7 days. No less than 2 days prior to this meeting the Support Provider will supply the Registered Provider with a written account of why the decision has been challenged and the Registered Provider will supply the Support Provider with a written account of how the original decision was made.
- (c) At the meeting both parties must assess the information provided against the criteria contained within this document.
- (d) In the event that a dispute cannot be resolved, the matter will be dealt with in accordance with the processes determined by the Homes and Community Agencies "Consumer Standards".

SCHEDULE 4

SUPPORT PROVIDED BY THE SUPPORT PROVIDER

The Support Provider will provide the following support and supervision to the Occupants at the Property in accordance with its contractual obligations with the Occupants, the commissioning Local Authority or other relevant person. All points within this schedule are to be carried out with the Occupants and the content of this schedule is to be included within individual support plans.

Daily

1. Ensure the security of the Property is maintained including checking all doors and windows are locked at night or when the Property is left unattended.
2. Ensure all fire exits are free from obstruction.
3. Maintain food hygiene by ensuring food is stored correctly and within its use by date.
4. Note all Property repair issues and ensure they are reported in a timely fashion to the Registered Provider.

Weekly

5. Carry out and record a test to all smoke, heat and Carbon Monoxide detectors.
6. Carry out and record a temperature check to all full immersion water sources (baths and showers) to ensure they do not exceed 44 degrees Celsius. In the event of a temperature higher than 44 degrees Celsius being recorded the Registered Provider must be notified as soon as reasonably practicable and a record kept that is accessible to all Occupants and staff. In addition a notice warning of hot water danger of scalding must be placed in a visible position near the water source until the matter has been rectified.

Monthly

7. Flush through infrequently used shower heads / taps to reduce the likelihood of infection through legionella. Cleaning of shower heads to be undertaken quarterly

Ongoing

8. Enable the Occupants to keep a diary/record of essential tasks (doctors/dentists appointments, case reviews, housing benefit renewals and tenancy reviews) to ensure appointments are kept and that key dates are not missed.
9. Notify the Registered Provider in the event of a material and significant ongoing dispute between Occupants and encourage mediation to resolve.

SCHEDULE 5 REPAIR TIMESCALES

The Registered Provider will rectify any disrepair at the Property within a reasonable period of being informed of the defect in line with the following target timescales:

The Registered Provider's objective is to provide an effective and responsive repairs service to tenants. Our aim is to undertake repairs reported to us in the quickest possible time. To help us to do this we have established a priority system to make sure that the more serious the repair the quicker it is put right.

Emergency - within 5 hours (but no later than 24 hours)

If required to avoid a danger to health, risk to the safety of the Occupants and staff or serious damage to buildings:

- Serious flooding/leak, including leaking roof and radiator
- Burst pipes
- Broken or blocked toilets where there is only one in the Property
- Broken glazing
- Collapsed walls
- No hot or cold water to the Property
- Broken door locks to the Property
- No electricity, heating or power
- Gas leaks

Priority - within 28-48 hours

- Temporary repairs to make good either storm or fire damage
- Damaged walls
- Making property secure
- Broken door locks to the individual Units

Urgent - within 7 working days

- Electrical repairs that are not dangerous
- Repairs to the roof
- Repairs to taps
- Soil and waste pipes
- Minor internal water leaks
- Blocked gullies
- Inspection for problems such as dampness, timber defects, etc.
- Repairs to white goods

Routine 28 working days

- All other repairs and maintenance except the very minor repairs

Routine 3-6 months

- The most minor of repair will be carried out when possible. This may mean that we will wait until other repairs are needed at the Property so that we can obtain the best price for the job.

SCHEDULE 6
THE PROPERTY

Address	Initial Weekly Core Rent per unit.	Initial Weekly service charge costs per unit.	Units
North Lodge, Court Colman, Bridgend, CF31 4NG	£90 core rent per Specialist Supported Housing unit	£109.58 service charge per Specialist Supported Housing unit No service charge shall be payable in respect of any Licensed Area	10

Such service charge
as may be received
by the Housing Authority

WW

SCHEDULE 7
DATA PROTECTION AND DATA PROCESSING

PART A

1. DEFINTIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this paragraph apply in this Schedule 7.

“Data Protection Impact Assessment” has the meaning set out in Article 35 of the GDPR;

“Data Subject” means an individual who is the subject of Personal Data;

“Erasure (Right to)” has the meaning set out in Articles 17 of the GDPR;

“GDPR”: means the General Data Protection Regulation;

“Object (Right to)” has the meaning set out in Article 21 of the GDPR;

“Personal Data” has the meaning set out in the GDPR and relates to personal data, or any part of such personal data, which is Processed for the Controller by the Processor, or by a sub-processor in accordance with this Schedule 7;

“Personal Data Breach” has the meaning set out in Article 4(12) of the GDPR;

“Portability” has the meaning set out in Article 20 of the GDPR;

“Processing” have the meaning set out in Article 4(2) of the GDPR in relation to the Personal Data and terms such as Process and Processed shall be construed accordingly;

“Rectification” has the meaning set out in Article 16 of the GDPR;

“Restriction (Right to)” has the meaning set out in Article 18 of the GDPR;

“Right of Access” has the meaning set out in Article 15 of the GDPR;

2. DATA PROCESSING OBLIGATIONS

2.1 This Schedule 7 applies where either party to this Agreement processes Personal Data as a Processor on behalf of the other party (acting as Controller) to the Agreement and the terms Controller and Processor shall apply accordingly and shall have the meaning given in the Data Protection Legislation.

2.2 The Processor shall Process the Personal Data in accordance with Part B of this Schedule 7 and only on the Controller’s written instructions. The Processor shall not Process the Personal Data for any other purpose save as otherwise required by the laws of the European Union applicable to the Processor, in which case the Processor will promptly notify the Controller of such requirement to the extent permissible by law.

2.3 The Processor shall only Process adequate, relevant and limited Personal Data as is necessary for the purpose of the Processing, and shall each party shall undertake to keep the Personal Data accurate and up to date throughout undertaking such Processing.

2.4 The Processor will keep a record of any Processing of Personal Data it carries out on behalf of the Controller.

2.5 If the Processor receives any complaint, notice or communication which relates directly or indirectly to the Processing of the Personal Data or to either party's compliance with Data Protection Legislation, the Processor shall without undue delay notify the Controller and the Processor shall provide the Controller with full co-operation and assistance in relation to any such complaint, notice or communication.

2.6 The Processor shall immediately inform the Controller if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable and take such further action as the Controller may reasonably request in order to comply with Data Protection Legislation. The Processor will make regular backups of any Personal Data it stores on electronic media and will promptly restore the latest backup that it holds at its own expense.

2.7 The Processor shall immediately notify the Controller without undue delay after becoming aware of a Personal Data Breach, and at the very latest within 12 hours unless there is reasoned justification.

2.8 The Processor shall without undue delay comply with any request from the Controller requiring the Processor to amend, securely transfer or delete the Personal Data held by the Processor in the format and on the media reasonably specified by the Controller at the Processor's expense.

2.9 At the Controller's request, and without undue delay, the Processor shall provide to the Controller evidence of the Processor's compliance with the GDPR principles including but not limited to Data Protection Impact Assessments, contact details of its Data Protection Officer (if appointed), Data Subject rights, records of Processing of Personal Data, employee training records and copies of relevant policies and procedures.

2.10 The Processor shall ensure that all employees handling the Personal Data: a) are informed of the confidential nature of the Personal Data and subject to an appropriate duty of confidentiality; b) have undertaken training in relation to the Data Protection Legislation relevant to their role; and c) are aware both of the Processor's duties and their personal duties and obligations under Data Protection Legislation and this Agreement.

2.11 The Processor shall notify the Controller within one working day if it receives a request from a Data Subject exercising their Right of Access to, request for Portability of, Objection to Processing of, Rights to Rectification, Restriction, or Erasure of, that person's Personal Data.

2.12 The Processor shall provide the Controller with full co-operation and assistance in relation to any request made by a Data Subject.

2.13 The Processor shall not disclose the Personal Data to any Data Subject or to a third party other than at the Controller's written request or as provided for in this Agreement.

2.14 The Processor shall return the Personal Data to the Controller when it ends the relevant Processing, or, at the election of the Controller, shall destroy the Personal Data and confirm such destruction to the Controller.

2.15 The Controller is entitled, on giving at least three days' notice to the Processor, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the Processing of Personal Data under this Agreement by the Processor. The requirement under this clause 2.15 to give notice will not apply if the Controller believes that the Processor is in breach of any of its obligations under this Schedule 7.

2.16 The Processor may only authorise a third party (sub-processor) to Process the Personal Data: a) subject to the Controller's prior written consent where the Processor has supplied the Controller with full details of such sub-processor; b) provided that the sub-processor's contract contains terms which are substantially the same as those set out in this agreement or as otherwise required in writing by the Controller; c) provided that the Processor ensures that there are robust monitoring arrangements in place in relation to the Processing of Personal Data by the sub-processor to the Controller's reasonable satisfaction; d) provided that the sub-processor's contract terminates automatically on termination of this agreement; and e) the Processor acknowledges that the Processor will remain liable to us for any breach of the sub-processing contract or non-compliance with any Data Protection Legislation of any sub-processor.

2.17 The Processor warrants that the Processor will take appropriate technical and organisational measures against the unauthorised or unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure compliance with Article 32 of the GDPR, having regard to the nature of the Personal Data which is to be protected and the risk of harm which might result from any security breach.

2.18 The Processor agrees to indemnify and keep indemnified and defend the Controller at its own expense against all costs, claims, damages or expenses incurred by the Controller or for which the Controller may become liable due to any act or omission of the Processor or its employees or agents or any sub-processor engaged by the Processor, or any failure by the Processor, its employees or agents or any sub-processor to comply with any of its obligations under this agreement and any Data Protection Legislation or any sub-processing contract put in place by the Processor. In the event that the Controller and the Processor are jointly liable for any such costs, claims, damages or expenses, the Processor's liability under this Clause 2.18 shall be reduced by a fair and reasonable amount proportionate to the Controller's responsibility for such costs, claims, damages or expenses.

PART B

1. DATA PROCESSING DETAILS

1. Subject-matter of processing:

Personal data in relation to adult occupants with enduring mental health problems, learning disabilities, physical and mental health disabilities, dementia and other categories of supported care services.

2. Duration of the processing:

Neither party shall retain or process Personal Data for longer than is necessary to carry out the agreed purposes, provided that, where retention is required in accordance with statutory or professional requirements, the parties shall retain Personal Data for a period of up to 6 years.

3. Nature and purpose of the processing:

To provide housing and associated support services to adults with enduring mental health problems, who will be occupants at the relevant property and supported in relation to their support needs. To carry out automated individual decision-making, specifically profiling, as defined in Article 22 of the GDPR for the purpose of assessing referrals relating to potential occupants.

4. Type of Personal Data:

- date of birth
- names
- contact addresses
- telephone numbers
- email addresses
- National Insurance numbers
- medical history and data
- family contact information
- any other sensitive personal data required

5. Categories of Data Subjects:

- adults