



NIGHTLY RATE TEMPORARY ACCOMMODATION

SERVICE LEVEL AGREEMENT

Service Provider Name:

INTRODUCTION

This Service Level Agreement applies to all Nightly Rate Accommodation, irrespective of whether it is shared or self-contained.

You are invited to join the Council's List of approved Service Providers supplying accommodation to homeless persons.

This Agreement will govern the relationship between you and the Council each time you supply accommodation. You must ensure that you are familiar with the extent and nature of your obligations as outlined in this Agreement, and shall in any event be deemed to have done so.

If you are already supplying accommodation to the Council, then this Agreement will apply to these existing placements.

THIS AGREEMENT is made the [25th] day of [November] [2019]

BETWEEN

[] (Hereinafter called 'The Service Provider')

of the one part

and

THE Mayor and Burgesses of The London Borough of Lambeth (hereinafter called 'the Council') of the other part

WHEREBY IT IS AGREED as follows: -

DEFINITIONS AND INTERPRETATION

Accommodation	Means premises authorised by the Council which the Service Provider will use to accommodate applicants referred by the Council and includes hotel, hostel, self-contained accommodation flats and houses, and any other type of accommodation which is booked and paid for on a nightly basis.
Agreement	This Service Level Agreement
Applicant	Means any person referred to the Service Provider by the Council for accommodation.
Authorised Officer	The Authorised Officer shall be the person(s) notified to the Service Provider to act in the name of the Council for the purpose of approving, removing or suspending Service Providers on the List, authorising or deauthorising use of accommodation and in general monitoring the performance of Service Providers
Booking	Means confirmation that the Council wishes to purchase accommodation at the terms set out in the booking letter
Booking letter	Means a letter confirming the name of the applicant, the start and end date of the booking and the rate per night as previously agreed with the Service Provider when making the booking.
Council	Means the Mayor and Burgesses of the London Borough of Lambeth or any successor body thereto

Finance Officer	The Finance Officer shall be the person(s) notified to the Service Provider to act in the name of the Council for the purpose of paying invoices.
Hotel	means privately owned or managed accommodation which does not have self-contained cooking and/or bathroom facilities. This term therefore includes houses in multiple occupation, Bed and Breakfasts (whether or not breakfast is provided)
Hostel	Means accommodation which does not have self-contained cooking and/or bathroom facilities and is owned or managed by a registered provider of social housing (housing association) or a local authority.
List	Means the list of potential Service Providers from whom the Placement Officer may make a booking
Nightly Rate Accommodation	Accommodation which is charged at a nightly rate
Placement Officer	The Placement Officer shall be the person notified to the Service Provider to act in the name of the Council for the purpose of placing households into accommodation
Placement	Sub-licence granted by the Council to an Applicant to occupy premises
Schedules	Means the Schedules set out in this Agreement.
Service Level Agreement	Means this document and the provisions and schedules contained within it.
Services	Means the provision of Accommodation for applicants referred to the Service Provider by the Council as expressed in the provisions and Schedules of this Agreement.
Service Provider	Means the Landlord of the Accommodation or their agent - be they a company, partnership, sole trader or any other type of business or individual - providing accommodation to the Council, under the provisions set out in this Agreement.
Standards	Means such standards as comply in each and every respect with all relevant provisions of the Service Level Agreement and where to the extent that no criteria are stated in the Service Level Agreement, the standard is to be to the entire satisfaction of the Authorised Officer and in any event to the following standards:

(a) in a good, safe and efficient manner in accordance with good practice;

(b) in accordance with all relevant provisions of the Service Level Agreement;

(c) in accordance with the minimum accommodation standards set by the Council in Schedule Two;

(d) in accordance with all applicable statutes, statutory instruments, rules, regulations and bye-laws;

(e) in a manner which shall not cause the image and reputation of the Council to be diminished in any way;

(f) in accordance with the requirements of the Health and Safety at Work etc. Act 1974 and any other legislation, regulation or order relating to the health and safety of the public, operatives and or applicants;

Vacancy Means unoccupied accommodation available for use by the Council.

Words in the singular include the plural and vice versa;

Words importing individuals shall be treated as importing corporations and vice versa;

References to any enactment, order, regulation or other similar instrument shall be construed as a reference to such enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

1. GENERAL PROVISIONS

- 1.1 This Service Level Agreement applies to all Nightly Rate Accommodation, irrespective of whether it is shared or self-contained
- 1.2 You will only be placed on the List if the Council is satisfied with the quality of your accommodation and management.
- 1.3 You may be removed from the List if your accommodation or management does not meet the required standards as set out in this Agreement.

- 1.4 Only those Service Providers on the List will normally be asked to provide accommodation to the Council. There may be occasion, due to a lack of available suitable accommodation, where the Council may have to seek accommodation from alternative sources.
- 1.5 The Council does not guarantee or underwrite that it will place applicants on a regular basis with the Service Provider or any applicants at all.
- 1.6 If the Service Provider is not the Landlord, they warrant that they have the permission of the Landlord to enter into this Agreement.
- 1.7 The Agreement will apply to all Accommodation provided to the Council by the Service Provider.
- 1.8 The Service Provider hereby grants the Council a Licence to use the Accommodation on the terms and conditions herein contained for the purpose of providing temporary accommodation for the homeless in accordance with the Council's obligations under the homeless legislation, and for the Council to recover payment from the Applicant for the provision of this accommodation.
- 1.9 In entering into this Licence there is no intention to create any relationship of landlord and tenant as between the Service Provider and the Council or to confer on the Council any such rights as would amount in law to any form of tenancy or to create any form of partnership or joint venture.

2. BOOKINGS AND CANCELLATIONS

- 2.1 The Council's normal business hours are 09:30 hours to 16:30 hours, Monday to Friday save for bank holidays.
- 2.2 The Service Provider must notify the Placement Officer of current vacancies through email or any other electronic platform as specified by the Council.
- 2.3 The Placement Officer will contact the Service Provider when making a new booking, by telephone, email or through any other electronic platform as specified by the Council. The Placement Officer will inform the Service Provider of the applicant's name, reference number, size of family and the duration of the booking. The Service Provider will in turn inform the Placement Officer of the location of the accommodation and room number the applicant is to be allocated
- 2.4 In the case of hotels or hostels, where the accommodation to be provided is located at a different address to that of the main site, the Service Provider must draw this fact to the attention of the Placement Officer before the booking is made.
- 2.5 Once a booking is confirmed the Service Provider must not transfer the applicant to another location or room without the authorisation of the Placement Officer
- 2.6 The Placement Officer will provide the applicant with a booking letter or send it to the Service Provider by Email within two working days .
- 2.7 The Service Provider shall not be entitled to payment unless they have received a booking letter in the form and time period specified in these provisions. If the Placement Officer fails to provide a valid booking letter within the timescale specified in 2.6 above, the Service Provider must terminate the booking.

- 2.8 If the Placement Officer sends the Service Provider a booking letter that contains errors, the Service Provider should contact the Placement Officer immediately on receipt of the booking letter.
- 2.9 The Service Provider must not allow any applicant to use the accommodation without a valid booking letter, save where specified in the above provisions. For the avoidance of doubt the Service Provider shall not be entitled to payment unless he/she has received a booking letter in the form and time period specified in these provisions.
- 2.10 The Placement Officer may wish to reserve accommodation from time to time but this is done at the Service Providers own discretion, and does not constitute a valid booking and no payment is due until the booking is confirmed and a booking letter provided.
- 2.11 If the Council decides that it wants to extend an applicant's booking the Placement Officer will contact the Service Provider and provide details of the extension. The Placement Officer will send the Service Provider by Email a booking letter confirming details of the extension. If the Service Provider does not receive the booking letter confirming details of the extension within two working days the booking must be cancelled.
- 2.12 If an applicant fails to take up a confirmed booking the Council will pay the Service Provider the equivalent of (1) one night's accommodation only. The Service Provider must inform the Placement Officer the next working day by Email in order to receive payment in this event.
- 2.13 The Placement Officer will contact the Service Provider when the booking of an applicant is to be cancelled. Cancellations to end the booking for that night can be made before the Service Provider's "check out" time, which must be no earlier than 12pm. Cancellations made after that time will be for the following morning. The Service Provider shall not be entitled to payment from the Council beyond the date on which the booking has been cancelled.
- 2.14 The Council shall not take responsibility, financial or otherwise, for applicants who remain at the accommodation after their booking has been cancelled. In such circumstances it is the responsibility of the accommodation provider to ensure that applicants leaves the accommodation, including taking appropriate legal steps to this end. The cost of any legal action must be borne by the Service Provider and will not be compensated for or otherwise financially covered by the Council.
- 2.15 The Service Provider must follow the correct legal process to evict the occupier in accordance with the Protection From Eviction Act 1977, or such other legislation that may apply, which may require serving written notice and obtaining a court possession order. The Council will on request provide the Service Provider with information relevant to determining the correct eviction procedure to be followed.
- 2.16 The Council shall not under any circumstances be responsible for any damage caused to the Service Provider, their servants or agents or their property or their servants' or agents' property by applicants, applicants' household members or applicants' visitors.
- 2.17 The Council does not guarantee or underwrite that it will place applicants on a regular basis with the Service Provider or any applicants at all. For the avoidance of doubt the Council shall have absolute discretion on placing applicants with the Service Provider whom are either on the list or not on the list and in any order that it may think fit, but in general the Council may place applicants with Service Providers who are on the list depending on the following factors:
- Price
 - Suitability with homeless families' needs

- Location
- Management arrangements
- Results of monitoring previous performance
- Quality of accommodation

3 HOUSING MANAGEMENT STANDARDS

- 3.1 The Service Provider must take appropriate and timely action to deal with nuisance, harassment or any other forms of unacceptable behaviour by applicants and residents.
- 3.2 If the Service Provider wishes an Applicant to leave, the Service provider must consult with the Placement Officer before the placement can be terminated. The Service Provider must notify the Placement Officer of any breach of the rules alleged to have taken place.
- 3.3 The Service provider must carry out as appropriate regular fire safety checks, drills and testing of building and equipment in accordance with health and safety regulations and keep a record of these.
- 3.4 The Authorised Officer may issue instructions / guidelines from time to time regarding inspecting, cleaning, fire safety precautions and general health and safety measures to be undertaken by Service Providers.
- 3.5 A working email address must be provided to receive communication from the Council.
- 3.6 At least one full set of entry keys must be provided to the applicant at no extra cost to the Council or the applicant.
- 3.7 Responsibility for the payment of Council tax rests with the Service Provider or Applicant, which in any case, must not be passed on to the Council.
- 3.8 Where the accommodation is self-contained, utility bills will be the responsibility of the Applicant, unless agreed otherwise with the Council. Where the accommodation is not self-contained the accommodation services including heating, water, gas and electricity must be included in the rent, at no extra cost to the Council or applicant.
- 3.9 The accommodation must comply with planning, licensing and registration requirements that apply in the area where the accommodation is located.
- 3.10 Where the accommodation is a Hostel or Hotel or other non-self-contained accommodation, the Standards set out in Schedule Four will additionally apply.
- 3.11 The Service Provider will permit Council officers or contractors to inspect the Accommodation prior to placement or whilst occupied for the purposes of visiting the applicant, or to determine that the standards set out in the Agreement are being complied with.

4. REPAIRS AND MAINTENANCE

- 4.1 The accommodation must meet the minimum accommodation standards as set out in Schedule Two, and repairs standards in Schedule Three.
- 4.2 In accordance with section 11 of the Landlord and Tenant Act 1985, the Service Provider shall:

- (a) Keep in repair the structure and exterior of the Accommodation (including drains, external pipes, gutters and external windows);
 - (b) Keep in repair and proper working order the installations in the Accommodation for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
 - (c) Keep in repair and proper working order the installations in the Property for space heating and heating water.
- 4.3 In accordance with section 11 of the Landlord and Tenant Act 1985, the Service Provider is not required:
- (a) To repair anything which the Applicant is liable to repair by virtue of the Applicant's duty to take reasonable care of the Accommodation;
 - (b) To rebuild or reinstate the Accommodation in the case of destruction or damage by fire, storm or flood; or
 - (c) To keep in repair or maintain anything which the Applicant is entitled to remove from the Accommodation
- 4.4 The Service Provider should keep a record of any reported disrepair and action taken in response. These records will include the dates when disrepair is reported, the nature of the disrepair, dates when the applicant had not provided access, the repairs required, dates when repairs carried out and copies of any communications to and from the Applicant about disrepair. The Service Provider will on request supply the Council with copies of these records.
- 4.5 The Service Provider will provide on request summary performance information based on the records referred to in 4.4 providing details of the date repairs reported, nature of repairs required, and date repairs carried out.
- 4.6 The Council may inspect the Accommodation for purpose of assessing the state of repair.

5. TREATMENT AND STORAGE OF APPLICANT'S PROPERTY

- 5.1 The Service Provider shall in the event of an applicant leaving any property in the Accommodation, ensure that no damage occurs to the said property and will store the said property in such a manner and make all reasonable efforts to ensure the said property is not lost or stolen for a minimum period of one month.
- 5.2 Immediately the Service Provider finds such property they shall inform the Placement Officer and make such necessary arrangements as directed by the Placement Officer to arrange for their collection by the applicant or provision of storage.

6. EQUALITIES

- 6.1 The Service Provider will comply with its statutory obligations under the Equality Act 2010 and not unlawfully discriminate against people due to age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity, in relation to its management of the accommodation and employment of its

staff.

7. DATA PROTECTION

7.1 The Service Provider will comply with the Data Protection Agreement in Appendix One which forms part of this Agreement.

8 SERVICE PROVIDER'S INDEMNITY

8.1 The Service Provider shall indemnify and keep indemnified the Council from and against any and all loss damage or liability, whether criminal or civil, suffered and legal fees and costs incurred by the Council, including compensation or damages awarded by the courts or ombudsman services, resulting from a breach of the Service Provider's obligations under this Service Level Agreement, including, but not limited to:

- (a) Breach of repairing obligations; and
- (b) Any act neglect or default of the Service Provider or its servants or employees or agents; and
- (c) Breaches in respect of any matter arising from the supply of Services resulting in any successful claim by any third party

8.2 Where the Council has incurred a loss as set out in 9.1, the Council may make deductions from future payments to the Service Provider to recover this amount.

9 INSURANCE

9.1 The Service Provider shall maintain at its own cost a policy of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify the Council and or persons occupying or visiting its premises including its employees.

10 COUNCIL'S LIABILITY

10.1 The Council shall not be liable to the Service Provider for the death of or injury to the Service Provider or its servant or agents or loss or damage to the Service Provider's property.

10.2.1 The Council shall not be liable for any consequential losses to the Service Provider howsoever caused.

11 VARIATIONS

11.1 The Service Provider may request a variation to any of the provisions, terms or conditions contained in this Service Level Agreement and the Council reserves the right to grant or refuse such variations at its own discretion. A request for variation must be addressed to the

Authorised Officer. The grant of a variation will be confirmed in writing, and in any case, will not be effective until such time written confirmation has been received by the Service Provider.

- 11.2 The Council may from time to time and in agreement with the Service Provider require changes to the services provided and accordingly upon giving notice to the Service Provider may add to, delete from, or otherwise, amend in any way the provision of the service.

12 DISPUTES

- 12.1 If any dispute or difference arises out of this agreement the parties shall meet and attempt to resolve all such disputes or differences. If within 30 days such disputes or differences cannot be resolved then the parties with the assistance of the Centre for Dispute Resolution may seek to resolve the dispute or difference by using an alternative dispute resolution ("ADR") procedure acceptable to both parties.

- 12.2 If either party fails or refuses to agree or participate in the 'ADR' procedure or in the event the dispute or difference is not resolved to the satisfaction of both parties within 90 days after it has arisen the dispute or difference shall be referred to a sole arbiter appointed under the Rules of the Chartered Institute of Arbitrators.

13 TERMINATION

- 13.1 The Council shall be entitled to remove or suspend the Service Provider from the Approved List of accommodation providers in the following circumstances:

- (a) It is the reasonable opinion of the Authorised Officer that the Service Provider is in default in the performance or observance of any provision, term or condition of the Service Level Agreement.
- (b) It is the opinion of the Authorised Officer that the Service Provider has failed to perform the Services specified in the Service Level Agreement or has failed to do so to the standard required by the Service Level Agreement and that such failure is in the opinion of the Authorised Officer incapable of remedy.
- (c) The Services Provide has refused to accept applicants from the Council
- (d) The standard of the accommodation has been judged to be unacceptable by the Authorised Officer

- (e) The Service Provider is in breach of its responsibilities under the Equalities Act 2010
- (f) The Service Provider or any person acting on behalf of the Service Provider has:
- given any fee or reward the receipt of which is an offence under sub-section (2) of Section 17 of the Local Government Act 1972;
 - committed any offence under the Bribery Act 2010;
 - the Service Provider compounds or makes any arrangement with his creditors whilst insolvent or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - mortgagor takes possession of the whole or a substantial part of the Service Provider's property or assets or an administrator is appointed to the same;
 - an order is made, or a resolution passed, for the winding up of the Service Provider.

13.2 In the event of the Service Provider being removed from the List the Service Provider will be notified within five working days and his/her bookings being cancelled for the reasons contained in Clause 14.1 above, and within one working day of such notice the Council will:

- (a) cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Service Provider's engagement shall have been calculated; and
- (b) be entitled to employ and pay other persons to provide and complete the provision of the services or any part thereof; and
- (c) be entitled to deduct from any sum or sums, which would but for this Condition have been due from the Council to the Service Provider under this Service Level Agreement or any other agreement, or be entitled to recover the same from the Service Provider as a debt, together with any loss or damage to the Council resulting from or arising out of the termination of the Service Provider's engagement. Such loss or damage will include the reasonable costs to the Council of the time spent by its officers in terminating bookings and in making alternative arrangements for the provision of the Services or any part thereof; and
- (d) calculate the cost of any loss and/or damage and other costs arising from the Council's termination of its engagement with the Service Provider and deduct the same from any sum or sums which may otherwise be due to the Service Provider. The Council will pay to the Service Provider any balance shown as due to the Service Provider or if appropriate will recover any balance shown due to the Council as debt.

13.3 The rights of the Council under this Condition are in addition to and without prejudice to any other rights the Council may have against the Service Provider.

13.4 The termination of the Council's engagement with the Service Provider, howsoever arising, will be without prejudice to any rights or obligations theretofore accrued or to any provisions which are expressed to be performed after or to survive the termination of this engagement.

14 **FORCE MAJEURE**

14.1 Neither party shall be deemed in default of its obligations under the Service Level Agreement or shall be liable to the extent that it is unable to perform all or any of its obligations under the Service Level Agreement by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God or any ordinance or law of any executive or judicial orders.

15 **WAIVER**

15.1 Failure by the Council at any time to enforce the provisions of the Service Level Agreement or to require performance by the Service Provider or any of the provisions of the Service Level Agreement may not be constructed as a waiver of such provision and will not affect the validity of the Service Level Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms

DATED this [25th] day of [November] [2019]

SIGNED by

For and on behalf of the Council (The Mayor and Burgess of the London Borough of Lambeth)

Signature: 

Name: Charlie Conyers, Head of Accommodation Services

Position: Head of Accommodation Services

Date: 22/10/19

In the presence of:

Signature: 

Name: Alexis Thomas, Temporary Accommodation Team Manager

Date:

SIGNED by

The Service Provider

Signature:

Name:

Position:

Date:

In the presence of:

Signature:

Name:

Date:

Service Provide Details:

Service Provider Business Name:

Company Registration Number:

Business Postal Address (in full):

Telephone No:

Email address:

SCHEDULE ONE: PRICING

1. All prices or rates shall be deemed to include the full cost of providing the service exclusive of value added tax.
2. All prices must be shown in pounds (£) and pence (p)

Please indicate in the appropriate box the nightly rate you will charge London Borough of Lambeth for each size of accommodation and the number of rooms/units you have available. The prices you quote are required as a guide only.

Description	Rate £	No. of units
	As per negotiated rate	
Shared:		
Single person (shared)		
Double room / Quad Room		
Self-contained:		
Studio (Single/Double/Triple)		
1 bed		
2 bed		
3 bed		
4 bed		
5 bed		

SCHEDULE TWO: MINIMUM ACCOMMODATION STANDARDS

When supplying accommodation the Service Provider shall be required to ensure that all necessary works of the following nature have been completed to the Accommodation, including:

- (a) Any major structural works
- (b) All DPC and treatment of timber
- (c) All remedial work to penetrative damp
- (d) Any work to sanitary ware
- (e) All works to water, waste or soil pipes.
- (f) All works to doors and windows that would affect the security of the Unit
- (g) All clearance of rubbish from the premises
- (h) All works to ensure the safety of gas and electrical installations
- (i) Renew or steam clean heavily stained or worn carpets or flooring
- (j) Remedial works to obvious safety hazards – e.g. stairs treads, missing flooring boards, banisters etc.

that,

- (k) All white goods –e.g. refrigerator, cooker, oven and hood shall be in working order and clean
- (l) Heating, hot water and any ventilation system within the Accommodation shall be in working order.
- (m) The premises shall be clean
- (n) The furniture, fixtures and fittings shall be fit for use, safe and clean
- (o) All furnishings need to comply with the Furniture and Furnishing (fire safety) regulations 1998 (as amended).

and the premises are fit for habitation.

The Landlord shall provide furniture as set out below:

Lounge/dining room:

- Window coverings
- Floor covering appropriate for the room

Kitchen

- Certified gas or electric cooker which include oven and hob
- Fridge or fridge freezer suitable for the size of the property
- Walls and base units suitable for the size of the kitchen

Bedrooms

- Beds and Mattresses as specified by the lease negotiator
- Window coverings

Bathroom and toilets

- A bath, wash hand basin and toilet
- A bathroom cabinet

Hall and landing

- Mains wired smoker detectors

Front entrance door

- 1 Yale and 2 lever Mortice locks

Rear entrance door

- 2 Lever Mortice locks

Ground floor windows

- Window locks to all windows

Windows Generally

- Window restrictors to all windows
- Window coverings to all windows

General items

- Carpets/floor coverings in rooms as directed
- Lights shades and bulbs to all lights points

All items listed must be maintained and replaced as necessary.

All the equipment must be in good condition and well maintained

All furniture must be clean, unstained and free from rips.

THIRD SCHEDULE: REPAIRS

The Service Provider shall have in place a system for Applicants to report repairs and for repairs to be carried out within a reasonable time. Whilst Accommodation is occupied, the following repairs are to be attended to within the given timescales:

EMERGENCY REPAIRS: WITHIN 24 HOURS

- Secure property e.g. following forced entry including glazing and/or boarding if security risk
- Burst or leaking pipes
- Gas leak
- Serious electrical fault, no lighting and/or power
- No drinking water
- Blocked drains or toilets

URGENT REPAIR: WITHIN 48 HOURS

- Defective heating and or hot water
- Check and repair electrical installations
- Blocked wash hand basin, sinks and bath
- Entry phone repairs
- Repair or secure roof leaks

MINOR REPAIRS – WITHIN 20 WORKING DAYS

- Minor external repairs to windows, doors, glazing, ironmongery and roofs
- Replacement of sanitary fittings (except WC pans)
- Minor internal repairs to doors, windows, cupboards etc.
- Minor internal decorations

MAJOR REPAIRS: WITHIN 2 MONTHS

- Replacement of doors, windows and frames

- Major replastering and redecoration
- Extensive roof repairs

In cases of gas leaks, lack of mains drinking water or no mains power, the relevant statutory bodies or the contracted utility supplier shall be contacted promptly.

In all cases where the nature of the repair is such that there is either a risk to the occupants or other individuals, the Landlord shall take emergency action (within 24 hours) to stop and or remove the danger and limit the damage.

SCHEDULE FOUR: HOSTELS AND HOTELS

The following additional standards apply only to Hostels and Hotels and other non-self-contained accommodation:

- a. Provision of breakfast is not required.
- b. The Service Provider must comply with fire safety standards as they apply to hotels and hostels under the Regulatory Reform (Fire Safety) Order 2005, all other relevant legislation.
- c. The Service Provider must have planning permission to carry on business as a hotel, hostel, guest house or house in multiple occupation.
- d. The Accommodation must comply with any licensing and registration requirements that apply in the area where the accommodation is located.
- e. Clean sheets must be supplied at the beginning of each placement. Sheets in bedrooms must be changed at least weekly and on request or otherwise as directed by the Authorised Officer.
- f. Rooms and communal areas in must be cleaned daily and as necessary or otherwise as directed by the Authorised Officer.
- g. Kitchens (communal) must be cleaned daily or otherwise as directed by the Authorised Officer.
- h. The Service Provider must supply the Authorised Officer and the applicant with a copy of the rules of the hotel or hostel. Any rules and regulations of the hotel or hostel must be approved by the Authorised Officer. These rules must be displayed prominently in the hotel.
- i. The Service Provider or operative must at least once every six months inspect all corridors and common parts to ensure the maintenance of fire regulations and other safety features. They must report any dangerous or serious incidents which might endanger the health and safety of applicants to the Authorised Officer / Placement Officer. A formal record of incidents / accidents occurring on the premises must be made using an incident / accident record book. This should be kept on the premises where practicable.
- j. Applicants must not be prevented from occupying their rooms during the day. Where an applicant is required to vacate the room for cleaning purposes, this must be for an agreed period, at a time of day reasonably convenient for the applicant.
- k. Applicants must not be prevented from receiving visitors at the accommodation. The Service Provider may impose a time when visitors should leave the hotel/accommodation, however, the time imposed should not be earlier than 22:00hrs.

- l. If the Service Provider does not have a room, which is set aside for applicants to receive visitors, then the Service Provider must permit applicants to receive visitors in their room.
- m. The Service Provider must ensure access is given to officers of the Council, health visitors, doctors, educational officers and other official officers at all times for the purposes of seeing applicants and inspecting the accommodation/premises.
- n. The Service Provider must promptly deliver all letters, messages and other information to applicants.
- o. Services including heating, water, gas and electricity must be included in the rent, at no extra cost to the Council or applicant.