

**A SOCIAL LANDLORD
PARTNERING AGREEMENT**

with

A CONTRACTOR

for

**DAY TO DAY RESPONSIVE, VOID PROPERTY
REPAIRS AND MAINTENANCE,
AND PACKAGE REPAIRS, MAINTENANCE,
AND/OR IMPROVEMENT WORKS.**

The following sets out the partnering relationship between:

A SOCIAL LANDLORD, ('abbreviated name of Employer Partner')

and

A CONTRACTOR ('abbreviated name of Contractor Partner')

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1. SCOPE OF AGREEMENT

- 1.1 This Partnering Agreement is supplemental to the Contract entered into between the Employer Partner and the Contractor Partner for the undertaking of Day to Day Responsive, Void Property Works and Maintenance, and Package Repairs, Maintenance, and/or Improvement Works.
- 1.2 The Contractor Partner is to provide the Employer Partner with technical advice and support, together with the responsibility:
 - to control and monitor all elements of the Contract
 - to provide a 'one stop' service to the Customers (whether Tenants, Leaseholders or Clients of the Employer Partner) and to the Employer Partner in respect of all matters to do with Day to Day Responsive Void Property Works and Maintenance, and Package Repairs, Maintenance and/or Improvement Works, one point of contact for making access arrangements, one point of contact for complaints or dissatisfaction.
- 1.3 The Employer Partner and the Contractor Partner, through this Partnering Agreement, will set out the principle criteria within which the Contractor Partner will work with the Employer Partner to achieve 'Best Value' and Continuous Improvement in the undertaking of Day to Day Responsive and Void Property Works and Maintenance, and Package Repairs, Maintenance and/or Improvement Works.

2. PARTNERSHIP COMMITMENT

Members of the team have committed to conduct themselves throughout the project with:

- Trust
- Honesty
- Fairness
- Respect
- Maturity
- Accountability

By doing so we, the Employer Partner and the Contractor Partner shall strive to:

- Share our knowledge
- Always seek to Innovate
- Drive continuous improvement
- Ensure effective communication and information
- Use our common sense
- Understand the needs and priorities of all stakeholders
- Promote a “No blame culture” environment
- Value everyone’s input
- Manage change effectively together
- Seek to avoid disputes, claims and conflict
- Achieve mutual profitability
- Enjoy the job and avoid hassle
- Build long term relationships
- Minimise bureaucracy / keep it simple

3. PARTNERING OBJECTIVES

The Employer Partner and the Contractor Partner will establish and maintain jointly a working relationship which will:

- Ensure compliance with all legal duties
- Optimise the life of property and components
- Ensure 'Respect for People' is implemented through all aspects of the project
- Achieve the highest standards of customer care and satisfaction, whilst also ensuring 'value for money'.
- Provide a prompt, efficient and effective service, which will continuously improve.
- Effectively manage resources to ensure all aspects of the repairs and maintenance of the Employer Partner properties are fully integrated.
- Involve stakeholders in all aspects of the development of the service, and the ongoing management of service delivery and performance.
- Consider innovative ways of achieving greater B.M.E. representation, and local labour initiatives via the implementation of this agreement.
- Promote and employ 'Green and Sustainable' credentials in respect of product and material choice in all that both the Employer Partner and the Contractor Partner do.

The Employer Partner and the Contractor Partner in developing their relationship are committed to achieving mutual objectives and continuous improvement:

- Repeated maintenance and administration tasks will be easier to manage more efficiently
- Reduced administration will free-up both the Employer Partner and the Contractor Partner staff resources to concentrate on service delivery /improvement
- Procurement and Contract Management processes will be reduced significantly.
- Improve quality of service, product and control mechanisms
- Sharing expertise and knowledge openly between all Partners

- Greater cost predictability for both the Employer Partner and the Contractor Partner
- Ability to 'share' benefits with other clients of both the Employer Partner and the Contractor Partner
- Eliminating the duplication of administrative tasks and processes
- Improved communication between all partners
- Improve safety in all aspects of the works undertaken.
- 'Added Value' in all that the Employer Partner and the Contractor Partner do.
- Increase the Partners competitiveness
- Reduce or remove risk and minimise delays and disputes
- Provide continuity of work and service
- Provide the Contractor Partner with a guaranteed income stream and predictability of cash flow
- Effective management of the Contractor Partners workloads - 'Joint Planning' of pre and post works and quality inspections
- Create an environment where all partners can become more flexible, adaptable and versatile.

4. PARTNERING ACTIVITIES

The Partnering Objectives above will be achieved by:

- 4.1 Creating a mutually beneficial partnership that involves the Contractor Partner and the Employer Partner in achieving predefined key performance from inception through to completion, with each party signed up to the partnering process.
- 4.2 Looking towards promoting continual improvements in the service provided and that lines of communication and responsibility are clearly defined, thereby reducing disputes and eliminating potentially confrontational situations.
- 4.3 Recognising that the Partnering Agreement is a team based approach to developing the service, through construction, innovative, practical and cost effective solutions to problems.
- 4.4 Fostering and maintaining good working relationships between the Employer Partner, the Contractor Partner, Customers and others concerned with the works, through open, honest and regular communications based on mutual trust and respect.

- 4.5 Enabling the Contractor Partner to benefit from an agreed volume of work over a defined period, with the objective being to develop a long-term arrangement between the partners, which would encourage the retention and development of skilled staff and/or operatives.
- 4.6 Increasing the skills base of the Contractor Partner operatives and employment opportunities particularly for disadvantaged youth and BME communities.
- 4.7 Enabling the cost of the works to provide a level of profit in both the medium and longer term which is reasonable for the Contractor Partner and represents value for money for the Employer Partner and its customers over a similar period.
- 4.8 Ensuring that the Employer Partner is not financially disadvantaged as a result of the failure of the product or its application.
- 4.9 Not hindering safe progress of the works and encourage the works to proceed within agreed dates and the Employer Partner's budgets, to a high standard of workmanship.
- 4.10 Providing through consultation a level of certainty that the service will maintain an agreed level of performance and quality.
- 4.11 Developing and providing joint training opportunities for all staff and customer representatives within the partnership.
- 4.12 Ensuring that the Contractor Partner is fully aware that the tenants, leaseholders and clients are the 'customer' and that success is measured through customers' opinions of the work undertaken, and how that was achieved.
- 4.13 Seeking to develop and continually improve the service provided to customers, setting targets by way of Key Performance Indicators (KPI's) to measure achievement against such targets.
- 4.14 Providing a positive contribution to the sustainability of the communities within which the works take place.

5. PARTNERSHIP AIMS

5.1 Specific Aims

The aims of the partnership are to achieve over the life of the partnership the following key objectives in respect of all aspects of Maintenance:

- Attain top quartile performance in all annual Housing Inspectorate performance indicators.
- Successfully complete 95% of all routine repairs, arranged via the repairs by appointment service.
- Implement an inspection by appointment service.
- Establish 'one off' hit repairs - by completing repairs in one visit to at least 85% of all visits.
- Reduce general administration costs by 30%.
- Reduce service-related complaints by 20%.
- Increase current (2003) contractor BME representation levels by 2%.
- Establish, promote and maintain local labour initiatives and trainee positions and as a partnership be committed to and will when appropriate and practicable use locally sourced labour.
- Reduce maintenance costs by 10-15% (or alternatively get more for less).
- Reduce the average time to complete routine repairs to 10 working days.

6. PARTNERSHIP BOARD

6.1 The Employer Partner, the Contractor Partner and Customer representatives will establish a Partnership Board. They will have the responsibility for overall management of the Partnering Agreement and that the:

- Commitment
- Objectives
- Mutual Benefits
- Key Performance Indicators (KPI's)

of the Partnering Agreement are being followed and that performance standards match the expectations of each.

6.2 The members of the Partnership Board will be:

Employer Partner	[To be appointed]
Contractor Partner	[To be appointed]
Customer Representatives	[To be appointed]

6.3 Meetings will be arranged on a quarterly basis, at the convenience of members, with an agreed agenda covering the major elements of the Partnering Agreement.

6.4 Where appropriate, and by agreement, others may be invited to join the Partnership Board or to attend such meetings.

6.5 Each member of the Partnership Board will be delegated responsibility to deal with particular aspects of the development of continuous improvements, innovation and training programmes.

7 PARTNERING TEAMS

7.1 The Employer Partner and the Contractor Partner will establish an individual Partnering Team with representatives drawn from each. They will have the responsibility for management of the Partnering Agreement in respect of the Contract existing between the Employer Partner and the Contractor Partner and that the:

- Principles
- Objectives
- Key Performance Indicators (KPI's)

of the Partnering Agreement are being followed in respect of the Contract existing between the Employer Partner and the Contractor Partner and that performance standards match the expectations of each.

7.2 The members of the individual Partnering Teams will be:

Employer Partner **[To be appointed]**

Contractor Partner **[To be appointed]**

Consultants **[To be appointed]**

7.3 Meetings will be arranged on a quarterly basis, at the convenience of members, with an agreed agenda covering the major elements of the Partnering Agreement. Decisions and actions arising from Partnering Team meetings will be reported to the Partnership Board.

7.4 Where appropriate, and by agreement, others may be invited to join the Partnering Team or to attend such meetings.

8. PROJECT TEAM

8.1 The Partnering Team will agree a Project Team for the contract. The team will have the responsibility for the day-to-day management of contracts covered by the Partnering Agreement.

8.2 The Project Team will report to the Partnering Team on a quarterly basis, making recommendations for change where this will improve the delivery of the service, or have financial benefits to the Employer Partner or the Contractor Partner.

8.3 The Project Team will be represented by:

Employer Partner **[To be appointed]**

Contractor Partner **[To be appointed]**

8.4 Where appropriate and by agreement, others may be invited to such meetings.

9. KEY PERFORMANCE INDICATORS (KPI's)

The Partnership Board will agree Key Performance Indicators for the Contracts covered by the Partnering Agreement and these will form an Appendix to this Agreement. Performance will be measured against the agreed KPI's on a quarterly basis by the Partnership Board and issues of poor performance resolved.

NB: It is expected that the individual Project Teams will address operational issues as a matter of routine during the life of the project.