

**The Royal Borough of Kensington and Chelsea
Tenant Management Organisation Limited
(the "Company")**

**OPERATIONS COMMITTEE
(the "Committee")**

AGENDA

A meeting of the Committee of the Board of the Company
to be held on the 30th of July 2015 from 6.30pm
at 346 Kensington High Street, London, W14 8NS

| Agenda Item | Report Name | Presenter | Enclosure |
|--------------------|---|--|------------------|
| 1. | Notice, Apologies and Quorum | Company Secretary | - |
| 2. | Minutes of the meeting held on the 30 th of April 2015 | Chair | √ |
| 3. | Matters Arising | Chair | √ |
| 4. | Declarations of Interest* | Chair | - |
| 5. | Performance Update | Executive Director of People & Performance | √ |
| 6. | Home Ownership Report | Assistant Director, Home Ownership | √ |
| 7. | Neighbourhood Management Report | Director of Housing | √ |
| 8. | Community Centres Update | Policy & Improvement Manager | √ |
| 9. | Complaints Annual Report | Policy & Improvement Manager | To be tabled |
| 10. | Revision of Complaints Policy | Policy & Improvement Manager | √ |
| 11. | AOB | Chair | - |
| 12. | Date of the next meeting - 1 st October 2015 | Company Secretary | - |

Notes:

- (1) Committee Members unable to attend physically can attend by teleconference (dial-in details to be provided)
- (2) Committee Members can send in their apologies to the Company Secretary by email or by calling on [REDACTED]
- (3) * Every member of the Committee has a duty under Section 182 of the Companies Act 2006 to declare any interest in any transactions or arrangements with the Company under consideration, or section 177 of the Companies Act 2006 to declare any interest in any proposed transactions or arrangements with the Company under consideration in accordance with the Company's Articles of Association. Any interests should be declared to the Company Secretary on, or before the meeting.
- (4) * A person who has declared an interest will neither attend the discussion leading to a decision on the conflicted matter nor vote on it.

**THE ROYAL BOROUGH OF KENSINGTON & CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED**
(the 'Company')

OPERATIONS COMMITTEE
(the 'Committee')

Minutes of a meeting of the Committee of the Company
held on the 30th April 2015 at 6.30 pm
at 346 Kensington High Street, London, W14 8NS

PRESENT:

| | | |
|-------------------------------|-------------------|---------|
| Resident Board Members | Mr Tony Annis | - Chair |
| | Ms Mary Benjamin | |
| | Ms Fay Edwards | |
| | Mr Kush Kanodia | |
| | Ms Deborah Price | |
| | Mr Brendan Tracey | |

| | |
|--|----------------------|
| Council Appointed Board Members | Cllr Judith Blakeman |
|--|----------------------|

| | |
|----------------------------------|---------------------|
| Independent Board Members | Mr Peter Chapman |
| | Mr Simon Brissenden |

| | | |
|-----------------------|----------------------|--|
| IN ATTENDANCE: | Ms Teresa Brown | Director of Housing |
| | Mr Dominic Davies | Environmental Services Manager |
| | Mr Kiran Singh | Head of Neighbourhood Management (North) |
| | Ms Janet Seward (JS) | Policy & Improvement Manager |
| | Ms Sharon Baah (SB) | Community Services Officer |
| | Ms Fola Kafidiya | Head of Governance & Company Secretary |
| | Ms Juwon Osundina | Company Secretarial Assistant (Minutes) |

1. NOTICE, APOLOGIES AND QUORUM

- 1.1 The Chair noted that notice had been given to the members of the Committee entitled to receive notice and attend the meeting. The Chair further noted that the meeting was quorate in accordance with the Terms of Reference of the Committee.

2. MINUTES OF THE MEETING HELD ON THE 29TH JANUARY 2015

- 2.1 The meeting **APPROVED** the minutes of the meeting held on 29 January 2015 as a true and accurate record of the meeting subject to the following:
- the amendment of paragraph **6.4** to read as follows "Cllr Blakeman highlighted that 12 Whitchurch House hadn't been let for over a year and it was causing concern for residents who felt that their houses were about to be demolished."
 - the amendment of paragraph **6.10** to read as follows "Peter Chapman requested to know how the target for the number of members that were to be signed up would be achieved since only 115 members had been signed up since April 2014. Yvonne Birch stated that a member of staff was working on increasing membership levels, by sending out letters and door knocking. Mary Benjamin suggested that an article should be placed in the Link magazine which would let potential members know that being a member required no commitment but would encourage them to know that they would be allowed to vote. Yvonne Birch stated that the next edition of the magazine was due out in March and membership forms have always been attached to the magazine, but this has proved to be the least effective method to increase membership levels.
 - the amendment of paragraph **8.5** to read as follows "Kush Kanodia questioned if the penalty to contractors could include an additional 5%, to the existing monthly penalty, for every time consecutive targets were missed. Peter Maddison agreed it was a good idea, but it would be considered further to legal advice.

3. MATTERS ARISING

- 3.1 The Chair noted the following in respect of the matters arising from the last meeting:
- 3.2 **Action 1** – The Board was presented with a breakdown of the log of walk-in visits at the neighbourhood offices including the matters the visits related to. The Board considered the paper and Brendan Tracey questioned what neighbourhood management meant. Kiran Singh responded that neighbourhood management covered anti-social behaviour, neighbour disputes, responsible sub-letting, tenant fraud issues as well as a host of other issues. Mary Benjamin expressed concern that there was a lot more focus on telephone enquiries, especially because there were times that she walked into a neighbourhood office and had to wait fifteen minutes before being acknowledged. Teresa Brown responded that it is difficult to manage the flow of people coming into the office but with the availability of information indicating the trend of visits and matters covered, this would help to monitor the peaks and troughs.
- 3.3 **Action 2** – 12 Whitchurch House had been let since the last meeting.
- 3.4 **Action 3** – The information on the breakdown of lifts would be presented at the next meeting of the Committee.
- 3.5 **Action 4** – The update on the Customer Service Centre would be provided at the next

meeting of the Committee.

- 3.6 **Action 5** – The Annual report on the HRP bids was being considered at the meeting.

4. **DECLARATIONS OF INTEREST**

- 4.1 The members of the Committee present confirmed that they had no interests which they were under a duty to disclose.

5. **COMMUNITY ROOMS PROJECT UPDATE**

- 5.1 Janet Seward presented an update on the Community Rooms Project, which was being undertaken to regularise the use and management of community rooms on the estates managed by the Company.
- 5.2 She informed the Committee that some rooms were being considered as part of a pilot to trial the new documentation, process and procedure of managing the Community Rooms. The Community Centre Officer had consulted with some Resident Associations (RAs) whose rooms were being considered for the pilot and the Resident Engagement Panel (REP) as well. The Pilot included halls directly managed and used by RAs.
- 5.2 Mary Benjamin questioned why some of the community rooms were being managed by Resident Associations while some others were not. Janet Seward responded that this was as a result of custom and practice over a number of years.
- 5.3 Benjamin Tracey asked who had drafted the documentation for the community rooms. Janet Seward responded that the documentation was based on a benchmark of similar room management documentation and assistance was provided by Fola Kafidiya and David Noble. Benjamin Tracey questioned whether the applicable landlord and tenant laws had been considered and it was confirmed that since these were not residential properties, they did not apply.
- 5.4 Tony Annis noted that all Resident Associations are asking to do different things. Janet Seward responded that RBKC had handed over the rooms to be managed by the Company however there were individual estate agreements.
- 5.5 Deborah Price questioned how the rooms will be allocated, and if priority of use would be given to residents over any third parties or commercial users. Sharon Baah responded that the use would be based on a booking being held until a completed form had been returned regardless of the user. Deborah Price expressed that it will be best to have a system in place that gave priority to residents above third parties and commercial users. Janet Seward stated that the system will be based on a first come first serve.
- 5.6 Cllr Blakeman reiterated that there would be tension caused by use of community rooms by commercial users over the residential users and the consultations should take place with residents who were not engaged in the RAs. Cllr Blakeman wanted to know how the Company will liaise with these residents where there were no RAs to speak for them.

- 5.7 Kush Kanodia questioned if there was going to be a fair use policy. Sharon Baah and Janet Seward responded that one could be drafted.
- 5.8 Fola Kafidiya suggested that a steering group of the residents on the Committee should meet with Janet Seward and Sharon Baah to discuss the project and provide constructive feedback and report back to the next meeting of the Committee.
- 5.9 The Committee agreed that the residents on the Committee should meet with Janet Seward and Sharon Baah to help work through the proposals for constructive criticism.

6. **HRP 2014/15 UPDATE**

- 6.1 Schemes approved for funding under the HRP programme in the 2014/2015 financial year.
- 6.2 Kush Kanodia suggested that the update would provide a good article for the Link magazine to show the power of resident engagement. Teresa Brown informed the Committee that she had spoken to Pete Griffith and it was on the agenda to have a spread in the next issue of the Link magazine.
- 6.15 The Committee **NOTED** the report.

7. **HRP 2015/16 BIDS**

- 7.1 Dominic Davies presented the schemes that had been submitted by various estates for HRP funding. Dominic Davies reminded the the Committee that with the new process approved by the Board i.e. that the Operations Committee select and approve the bids to be awarded the funds to progress their schemes, this meant that had the works on the schemes could start earlier in the yearly cycle and be finished before the next bidding round. It was also highlighted that the total amount of funding available was £250,000.
- 7.2 Kush Kanodia suggested that it would be helpful in the decision making process to know the number of beneficiary to each scheme, the percentage of people in favour of the bid at the time of consultation, and the number of times the estate may have requested funding.
- 7.3 The Committee was invited to view the bidding packs circulated in the meeting papers and were informed of the scoring criteria. Dominic Davies informed the Committee that a bid submitted for 34-36 Oxford Gardens had been withdrawn because they wanted to undertake further consultation. The Committee upon clarifying the pre-submission criteria of requiring a minimum of 20% resident support for the bid submission agreed to exclude the bid submitted by Cremorne Estate because it did not meet the the prerequisite criteria.
- 7.4 The Committee duly considered each of the bids submitted and scored the bid submitted as follows :
- Bramley House - 85.83% (412/480)
 - Brickbarn Close - 79.63% (430/540)

- Chelsea Manor Court - 78.52% (424/540)
- World's End Estate - 77.22% (417/540)

7.5 The Committee **RESOLVED TO** approve the award of:

- £90,000 to Bramley House,
- £40,000 to Brickbarn Close,
- £80,000 to Chelsea Manor Court; and
- £70,000 to World's End Estate

In respect of the bids they submitted for the 2015/16 HRP funding.

8. **ANY OTHER BUSINESS**

8.1 No other business was discussed.

9. **DATE OF NEXT MEETING**

9.1 The next meeting of the Committee will be held on Thursday, 30th July 2015.

9.2 The meeting closed at 8:10pm

MATTERS ARISING

| NO. | MEETING DATE | MINUTE NUMBER | ACTION | BY WHOM | BY WHEN | UPDATE |
|------------|-------------------------|--------------------------|---|--------------------|----------------|---------------|
| 1 | 30/4/15 | 5.6 | Draft of a fair use policy for the community rooms | SB & JS | 30/07/2015 | |
| 2 | 30/4/15 | 5.9 | Meeting to provide feedback on the Community Room Project | SB & JS | 17/6/2015 | |

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED (the "Company")**

| | |
|---|---|
| Open | |
| Information | |
| Operations Committee Report 30 July 2015 | |
| Report title: | Performance Update (June 2015) |
| Authority for decision: | The Committee has been delegated the powers to review, challenge and monitor key performance indicators and benchmarking and make recommendations to the Board. |
| Recommendations: | That the Committee consider the contents of this report and upon due consideration, make its recommendations (where applicable) to the Board of the Company. |
| Regulatory/legal requirements: | The Board and its Committees have a duty to promote the success of the Company. |
| Business Plan link: | The contents of this report are directly linked to the Company's growth strategy. |
| Equality Impact Assessment/comment: | There are no equality implications. |
| Resident consultation: | The KPI report is published on the Company's website and key indicators are reported in the Link magazine published by the Company. |
| Resource implications/VFM statement: | NA |
| Risk: | Decline in organisational performance could result in a breach of the Company's obligations under its Management Agreement and action from RBKC. |
| Appendices: | A: Monthly KPI Report (June 2015) B: Analysis of reception visits (Q1) |
| Total number of pages including appendices: | 21 |

| | |
|--|---|
| Name, position and contact details of author: | Siobhan Bowman Performance Manager [REDACTED] |
|--|---|

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION**

**OPERATIONS COMMITTEE MEETING
30TH JULY 2015**

REPORT BY THE DIRECTOR OF PEOPLE & PERFORMANCE

PERFORMANCE DIGEST

Purpose

This report presents the performance against a range of indicators for the TMO for the period April to June 2015.

For comment / information

1 Introduction

- 1.1 The attached report gives an overview of the performance of the TMO in key business areas during the period April to June 2015.

2 Strategic performance indicators

- 2.1 The traffic light indicators use the usual colours to indicate the status of the year to date performance against target.
- 2.2 All the performance data is validated by an accountable manager and enables staff to monitor trends and make improvements where necessary.

3 Repairs Direct

- 3.1 Performance outcomes improved steadily through the first quarter of 2015-16, with 97.61% of emergency repairs and 95.57% of non-emergency repairs completed within target, an improvement on the year end position for 2014-15.
- 3.2 TMO surveyors carried out 282 post inspections between April and June, with works achieving a quality pass rate of 89.84%, just short of the target of 90% but a significant improvement on 2014-15 outcomes.
- 3.3 Going forward Repairs Direct have requested that post inspections are only carried out on jobs less than 3 months old to ensure that results reflect the true and up-to-date position on quality.

4 Voids & lettings

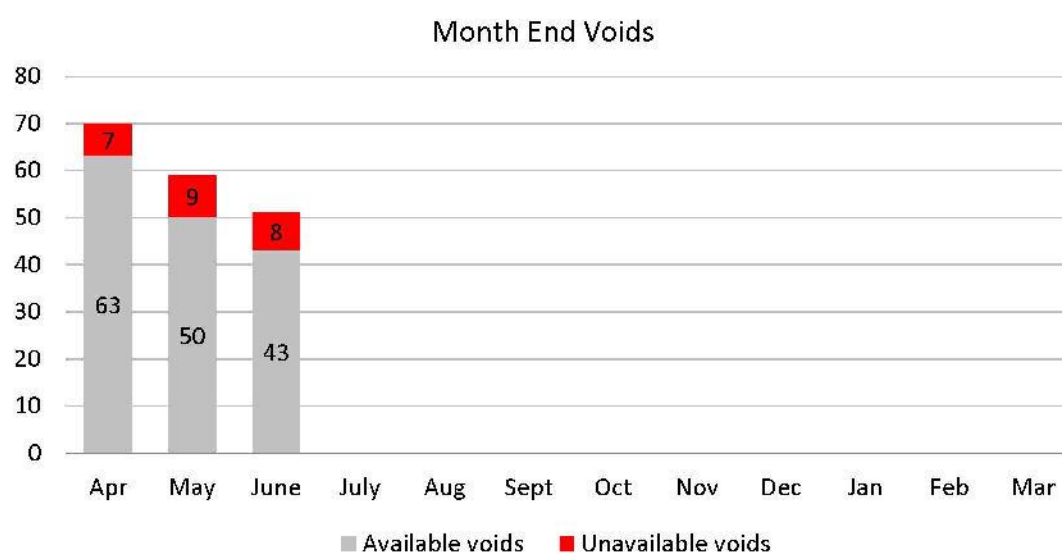
- 4.1 The average number of days to re-let a minor works general needs void for the first quarter was 23.54 days. Positive improvements were achieved throughout the quarter, as shown below.

| Performance measure | April | May | June | Q1 |
|---|-------|-------|-------|-------|
| No. General Needs lettings (major & minor) | 22 | 15 | 23 | 60 |
| Average number of days to re-let a GN empty property where minor works have been undertaken (calendar days) | 26.10 | 25.25 | 19.60 | 23.54 |
| Year to date rent loss as a % rent roll | 1.00% | 0.95% | 0.79% | 0.79% |

4.2 This level of performance continues into July and has been achieved through improved weekly monitoring of voids, forecasting of works completion and programming of tenancy start dates.

4.3 Following improved performance and a drop in the number of current voids, in particular where long term complex works are required, a reduction in void rent loss has also been achieved.

4.4 At the end of June the TMO had 51 current voids, of which 43 were available to let, and 8 were held voids.



4.5 The positive trend achieved throughout the first quarter is forecast to continue into quarter two.

5 Mechanical & engineering

Lifts

5.1 Performance has improved through the quarter following performance review meetings at high level and the review of contractor operations to improve the service by reducing the number and length of breakdowns through better contractor planning and resources.

- 5.2 During the quarter there were 16 lift breakdowns (for more than 48 hours) for 13 individual lifts.
- 5.3 A previously noted, a five year replacement programme is being compiled.

Estate lighting

- 5.4 No performance results are currently available for the outgoing service provider.

Gas repairs

- 5.5 Performance has continued to improve through the April to June period.

6 Compliance

- 6.1 Gas servicing compliance as at the end of June 2015 was 100%, with a continuous positive trend in performance over quarter one as issues relating to the previous contractor have been dealt with and resolved.
- 6.2 The consultant, GCS, continues to successfully assist in the administration of the gas safety contract while the KCTMO gas access and procedure continues to be applied to gain legal access where it is unreasonably withheld.
- 6.3 Following the commencement of the new water quality contract on the 1st December 2014, the overall compliancy rate for water quality (inspection and sampling) has improved over the first quarter of 2015-16. It is anticipated that 100% compliance will be achieved by the end of quarter two.
- 6.4 With regard to electrical compliancy, the new policy and procedure to gain access to undertake electrical testing and works, where unreasonably withheld, continues to be embedded and will continue to improve access rates.
- 6.5 A total of 137 lifts underwent their six monthly statutory insurance inspections during quarter one, with 100% compliancy achieved.

7 Investment Standard & capital programme

- 7.1 The value of the 2015-16 capital programme has significantly increased from under £10m last year to £14m for the current year.
- 7.2 We will deliver £12m through the new framework which has been mobilising during quarter one, with a steady accumulating spend increasing through the remaining quarters.
- 7.3 Internal works to both the North and South contracts will commence in July in advance of the LVT decision which is anticipated in July 2015.

7.4 As previously reported, our non-decency and average SAP rating KPIs have been superseded by the following performance indicators, allowing the TMO to report more meaningful and accurate returns in these areas.

- i) The number of properties successfully brought up to the agreed RBKC/TMO standard internally. End of year target for 2015-16 is confirmed at 1044 homes.
- ii) The number of properties successfully brought up to the agreed RBKC/TMO standard externally. End of year target for 2015-16 is confirmed at 2157 homes.
- iii) The number of properties with an energy performance certificate where a SAP improvement has been achieved by the current programme. End of year target for 2015-16 is confirmed at 1091 homes.

The June outturn of zero for these KPIs is as expected.

8 Rent collection (current and former tenant arrears)

8.1 At the end of June current tenant rent arrears stood at £1,089,551.

8.2 Towards the end of 2014-15 RBKC rolled out a new financial system, Agresso. The rollout has been beset by technical difficulties which have affected payments to rent accounts.

8.2.1 The lack of certainty about the accuracy of payment records has caused difficulty with chasing outstanding rent arrears.

8.2.2 The Rent Income Team has however, continued to issue warning letters to tenants in line with rent recovery procedures to help identify those who have made payments which have not be transferred to their rent account and we are actively liaising with the council to resolve the issues.

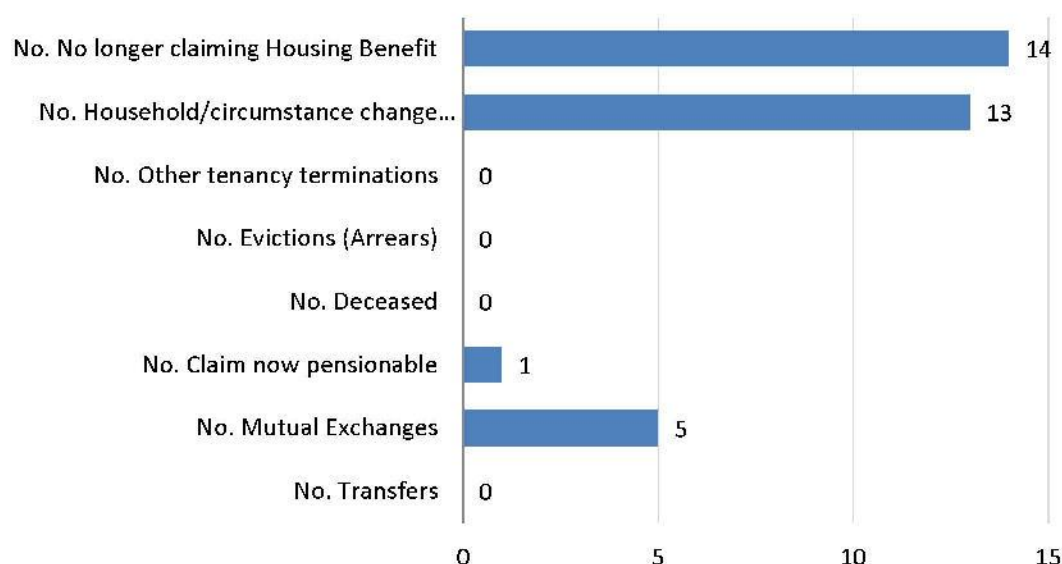
8.3 More information on rent income collection can be found in the Neighbourhood Management report.

Social Sector Size Criteria

8.4 There are currently 310 households impacted by the social sector size criteria housing benefit deductions, a drop of four since the end of 2014-15. The average deduction applied is £23.87 per week.

8.5 A total of 33 households have ceased to have the deductions applied since March 2015, with the reasons shown on the chart below.

No. moving out of social sector size criteria - YTD



8.6 The rent collection rate for the 310 households is 98.86%, compared to 98.41% for the total TMO population. This represents an overall net increase in arrears of £1,748 since the end of the last financial year.

8.7 The percentage of households receiving discretionary housing payments (DHP) has increased slightly, with 73 households currently receiving this financial assistance.

8.8 Since April 2015,

- 41% households have seen no change in their rent accounts/arrears
- 29% have reduced their arrears
- 30% have seen their arrears increase, by an average of £200 per household

Benefit cap

8.9 There are currently seventeen households subject to the benefit cap, an increase of two since the year end, with an average weekly housing benefit shortfall of £63.18.

8.10 At present ten households are receiving financial assistance via discretionary housing payments.

8.11 Of the seventeen households two have seen arrears increase during the first quarter, at an average of £133.

9 Leasehold collection

9.1 As with the Rent Income team, income collection performance for the Home Ownership team has been affected by the introduction of RBKC's new financial system.

9.2 For more information please refer to the Home Ownership report.

10 Environmental services

10.1 A total of 76 satisfaction surveys have been completed this quarter through a door knocking exercise.

10.2 Just one resident reported dissatisfaction with the grounds maintenance service. This related to dense hedging at the rear courtyard of their block; an area that is due to be landscaped as part of the 2015-16 HRP programme.

10.3 Three residents reported dissatisfaction with the standard of cleaning. Further analysis revealed that they were unhappy with rubbish bags being left on the bin room floor by other residents of their block. As a result the neighbourhood team will be writing to all residents in the block to remind them of the correct process for disposal of their rubbish.

10.4 An additional question will be added to the survey for residents who are neither satisfied nor dissatisfied in order to find out what improvements would lead to a definite positive response in the future.

11 Estate Services

11.1 Performance information for the Estate Services team will be reported quarterly from quarter two onwards.

12 Anti-social behaviour

12.1 Between April and June 100 new ASB cases were opened, with 111 types of ASB reported, as shown on the table below.

| ASB Category | ASB Sub Category | No |
|---|--------------------------|----|
| Domestic Abuse | Domestic violence | 3 |
| | Total | 3 |
| Drugs/substance use | Drug address | 5 |
| | Drug issues | 6 |
| | Drug use | 2 |
| | Total | 13 |
| Environmental ASB | Rubbish | 20 |
| | Vandalism | 5 |
| | Total | 25 |
| Harassment including race harassment & intimidation | Harassment | 7 |
| | Hate crime | 2 |
| | Threats to staff | 2 |
| | Total | 11 |
| Misuse of Communal Area | Bicycles | 1 |
| | Furniture/other items | 1 |
| | Misuse of communal areas | 3 |
| | Total | 5 |

| | | |
|--------------------------|---------------------------|-----|
| Noise Nuisance | Neighbourhood disputes | 10 |
| | Neighbourhood nuisance | 5 |
| | Noise Nuisance | 20 |
| | Total | 35 |
| Nuisance by animals | Dogs | 9 |
| | Other pet/animal nuisance | 2 |
| | Pigeons | 2 |
| | Total | 13 |
| Other Criminal behaviour | Gun/knife crime | 1 |
| | Other | 3 |
| | Total | 4 |
| Youth ASB | Youth ASB | 2 |
| | Total | 2 |
| Total | | 111 |

12.2 Satisfaction for both the handling of case and the outcome was 71.43% against a target of $\geq 81\%$; however, the number of completed surveys for quarter one was low and as such the outturn cannot be considered robust.

12.3 Following analysis of the case closure process and subsequent satisfaction survey process, improvements have been identified and it is hoped that the number of returns will begin to improve.

12.4 More information on ASB can be found in the Neighbourhood Management report.

13 Resident engagement

Roadshows

13.1 The first in a new series of 'Get on Board' events under the 'Get Wise' banner was held on the 18th June at the Henry Dickens estate community centre, attended by 173 residents and children.

13.2 This new series of roadshows continues to focus on employment and training, welfare benefits and money management, but the remit has been extended to also include health and wellbeing.

13.3 The TMO continues to be supported at these events by more than 25 local service providers and agencies. Additional services at the June event included the police, who provided free identity marking for cycles, and the Fire Brigade who gave advice on fire safety.

13.3.1 A number of new health providers also came on board. Including Turning Point health trainers and the NW London clinical commissioning group.

Communities Outreach project

- 13.4 The communities outreach project continues to successfully engage with BAME residents, specifically Arabic and Somali speaking residents.
- 13.5 The success of the pilot project has generated a large amount of follow up work, especially in relation to repairs, welfare reform, and mutual exchanges. This work is currently being dealt with by the project coordinator.
- 13.6 This year the project aims to promote and support the integration of these resident groups into existing KCTMO services and events.

Funding successes

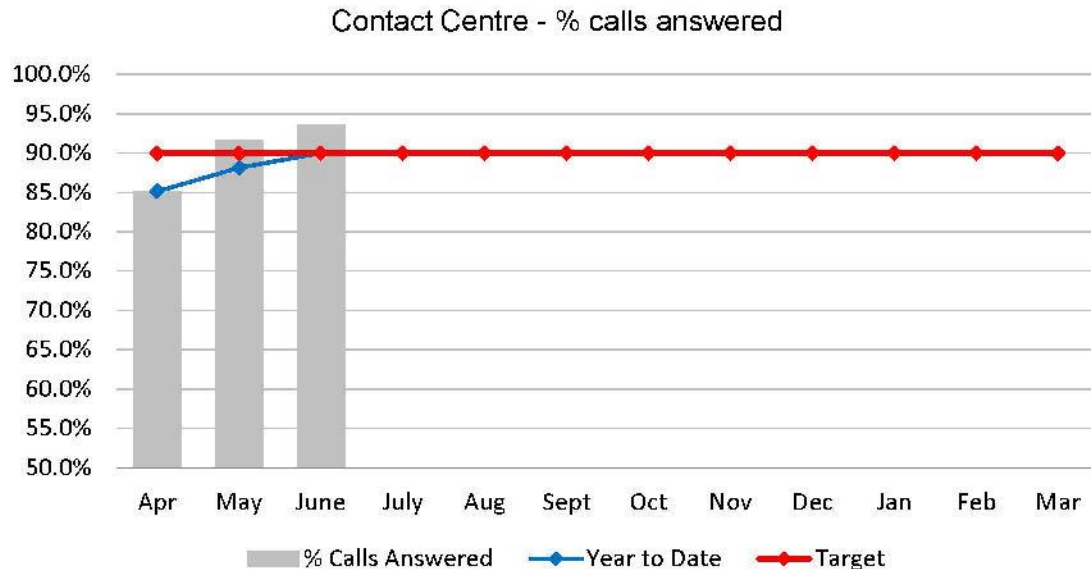
- 13.7 During quarter one a total of £1502 funding has been secured to deliver youth initiatives as follows:-
- £702 for the launch event of the Hazlewood Court games pitch
 - £800 for the UYG sports project t-shirts
- 13.8 A further £4102 has been agreed, in principle, to cover the cost of the (North) girls sports project, the (South) multi games sports project, and the CTMO/YTMO weekend residential trip to PGL Marchants' Hill in August.

Growth strategy

- 13.9 The Resident Engagement team have been successful in bringing in new business to the TMO.
- 13.10 As a result of the reputation of the TMO's Resident Engagement team in the borough, and our success in delivering resident engagement initiatives and events, we have been approached by a local registered provider to deliver (on a pilot basis) a partial resident engagement service for their residents.

14 Customer Service Centre

- 14.1 Between April and June the Contact Centre received 20,415 calls. Call handling performance improved steadily throughout the month, with both May and June achieving the $\geq 90\%$ target for the percentage of calls answered.



14.2 It is positive to see that the team met both KPI targets for June and that there continues to be an improvement in the YTD figures. In June, the contact centre answered 93.5% of all calls and made an improvement on the percentage of calls answered within 30 seconds, from 56.52% in May up to 70.57%.

14.3 The CSC currently has a number of staff vacancies. During the first quarter the TMO undertook a recruitment exercise and recruited to three posts; with new staff members starting from 20th July. Going forward the team hope to see further stability within the team and continued improvements to their KPIs.

14.4 The number of emails received into the 'Reporting Repairs' inbox for quarter one was 2528. The target is to answer these emails within five working days. Performance for the PI has improved throughout the quarter; from 80.75% of April emails actioned within five days to achieving a 94% success rate in June.

Reception visits

14.5 During quarter one the TMO recorded a total of 3165 visits, split between our office at the Network Hub, and the Blantyre and Lancaster West local offices.

14.6 A breakdown and analysis of the visits is shown in Appendix B.

15 Complaints

15.1 A total of 84 new complaints were received during the reporting period, and 94 closed.

15.2 Overall the TMO answered 93.18% of complaints within set targets for the quarter, with performance improving in June after a slight dip in performance in May.

16 Membership

- 16.1 Membership, specifically the signing up of new Members, continues to be a high priority for the TMO.
- 16.2 A range of activities including door knocking exercises and mail-shots are currently underway and will continue throughout the year. In addition, TMO staff members have been given individual recruitment targets to meet during the year.

17 Recommendations

- 17.1 Operations Committee is invited to comment on the content of the report.

YVONNE BIRCH
DIRECTOR OF PEOPLE & PERFORMANCE



Performance Dashboard

June
2015-16

Performance Dashboard

Responsive Repairs, Voids & Engineering



| Key Performance Indicator | Q2 | Q3 | Q4 | 2014-15 | Apr | May | June | Q1 | YTD | Target | Upper Quartile |
|---|--------|---------|---------|------------|--------|--------|---------|--------|--------|---------|----------------|
| Responsive Repairs - Repairs Direct | | | | | | | | | | | |
| Emergency repairs completed in target | 98.7% | 92.26% | 91.54% | 95.48% | 95.08% | 99.46% | 99.01% | 97.61% | 97.61% | >=99% | NC |
| Non-emergency repairs completed in target | 96.6% | 91.77% | 87.16% | 93.09% | 92.84% | 95.37% | 98.37% | 95.57% | 95.57% | >=98% | NC |
| Void repairs completed in target | 95.6% | 92.11% | 93.00% | 95.21% | 90.48% | 96.88% | 100.00% | 96.67% | 96.67% | >=90% | NC |
| Recalls as a % of jobs completed | 2.7% | 2.59% | 1.68% | 2.33% | 2.15% | 1.95% | 1.43% | 1.84% | 1.84% | <=5% | NC |
| No. Post Inspections completed | 98 | 310 | 463 | 871 | 89 | 77 | 116 | 282 | 282 | info | - |
| Post Inspection pass rate (Quality) | 63.3% | 71.94% | 57.88% | 63.49% | 89.33% | 90.54% | 89.72% | 89.84% | 89.84% | >=90% | NC |
| Customer Satisfaction | 91.09% | 96.14% | 97.66% | 93.69% | 94.02% | 97.32% | 97.62% | 96.34% | 96.34% | >=95% | >=93.69% |
| Voids & Lettings | | | | | | | | | | | |
| No. General Needs terminations | 41 | 70 | 70 | 247 | 19 | 24 | 13 | 56 | 56 | Info | - |
| No. HfOP terminations | 2 | 3 | 6 | 12 | 2 | 3 | 0 | 5 | 5 | Info | - |
| No. General Needs lettings (major & minor) | 51 | 58 | 67 | 202 | 22 | 15 | 23 | 60 | 60 | Info | - |
| Average number of days to re-let a GN empty property where minor works have been undertaken (calendar days) | - | - | - | Revised PI | 26.10 | 25.25 | 19.60 | 23.54 | 23.54 | <=23.0 | <=21.10 |
| Year to date rent loss as a % rent roll (excl hostels) | 1.45% | 1.35% | 1.28% | 1.28% | 1.00% | 0.95% | 0.79% | 0.79% | 0.79% | <=0.75% | <=0.84% |
| No. Available voids at month end | 65 | 68 | 46 | 46 | 63 | 50 | 43 | 43 | 43 | <=40 | <=40 |
| No. Unavailable voids at month end | 21 | 20 | 23 | 23 | 7 | 9 | 8 | 8 | 8 | | - |
| Mechanical & Engineering | | | | | | | | | | | |
| Communal heating - % of calls completed in target response time | 100.0% | 100.00% | 100.00% | 99.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | >=98% | NC |
| % of blocks without service for more than 48 hours in period (comm heating) | 0 | 6 | 2 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | NC |
| No. <u>unique</u> blocks without service for more than 48 hours (comm heating) - year to date | - | - | - | - | 0 | 0 | 0 | 0 | 0 | Info | - |
| Door entry systems - % of calls completed in target response time | 96.3% | 94.60% | 95.70% | 95.3% | 96.4% | 95.0% | 95.3% | 95.6% | 95.6% | >=98% | NC |
| Estate Lighting - % of calls completed in target response time | - | - | - | - | - | - | - | - | - | >=98% | NC |
| Lifts - % of calls completed in target response time | 82.7% | 70.00% | 72.70% | 79.6% | 77.0% | 84.0% | 92.0% | 84.3% | 84.3% | >=100 | NC |
| No of blocks without service for more than 48 hours in period (lifts) | 15 | 13 | 20 | 65 | 7 | 3 | 6 | 16 | 16 | 0 | NC |
| No of <u>unique</u> blocks without service for more than 48 hours in period (lifts) - year to date | - | - | - | - | 6 | 8 | 13 | 13 | 13 | Info | - |
| Gas repairs - % of calls completed in target response time | 99.40% | 98.70% | 64.20% | 92.9% | 88.6% | 94.0% | 97.0% | 93.2% | 93.2% | >=98 | NC |

23/07/2015

Performance Dashboard

Capital Programme and Asset Management



| Key Performance Indicator | Q2 | Q3 | Q4 | 2014-15 | Apr | May | June | Q1 | YTD | Target | Target for period | Upper Quartile |
|---|-------------|-------------|-------------|-------------|--------|--------|---------|---------|---------|---------|-------------------|----------------|
| Compliance | | | | | | | | | | | | |
| % Properties with valid Landlords Gas Safety Certificate (LGSR) | 100.00% | 100.00% | 99.45% | 99.45% | 99.04% | 99.80% | 100.00% | 100.00% | 100.00% | 100.0% | | 100.0% |
| Number of properties without valid LGSR (1-4 amber) | 0 | 0 | 36 | 36 | 39 | 13 | 0 | 0 | 0 | 0 | | N/C |
| Number without LGSR for >3 months | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | N/C |
| Customer Satisfaction | 100% | 100.00% | 98.20% | 99.8% | 95.8% | 98.6% | 98.7% | 97.7% | 97.7% | >=95.0% | | N/C |
| | | | | | | | | | | | | |
| Water Quality - compliancy rate (inspection & sampling) | 70.9% | 90.90% | 95.60% | 95.6% | 95.7% | 96.8% | 96.8% | 96.8% | 96.8% | 100.0% | | N/C |
| Lifts - compliancy rate (statutory insurance inspections) | 95.70% | 97.10% | 99.30% | 99.30% | 99.3% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | | N/C |
| Electrical Testing - compliancy rate (homes with valid test certificate) | 81.70% | 92.00% | 92.50% | 92.50% | 93.0% | 93.0% | 93.0% | 93.0% | 93.0% | 100.0% | | N/C |
| | | | | | | | | | | | | |
| Stock Condition (Quarterly) | | | | | | | | | | | | |
| Number of homes internally brought up to KCTMO standard | 142 | 76 | 109 | 327 | - | - | - | 0 | 0 | >=1004 | 0 | N/C |
| Number of homes externally brought up to KCTMO standard | 612 | 622 | 186 | 1420 | - | - | - | 0 | 0 | >=2157 | 0 | N/C |
| Number of homes where SAP rating has increased through planned works | 523 | 658 | 160 | 1341 | - | - | - | 0 | 0 | >=1091 | 0 | N/C |
| | | | | | | | | | | | | |
| Capital Programme | | | | | | | | | | | | |
| Actual monthly capital spend £ | £ 2,008,421 | £ 2,112,659 | £ 2,947,952 | £ 9,728,180 | 0 | 0 | 0 | | £ - | | | - |
| Projected spend £ | £ 2,694,496 | £ 2,401,073 | £ 3,374,969 | £ 9,748,000 | £ - | £ - | £ - | | £ - | 14.0m | - | N/C |
| Actual capital programme delivery spend as a % total annual budget | 47.9% | 69.70% | 99.80% | 99.8% | | | | | - | >=99.0% | - | N/C |
| Projected spend % | | | | 99.0% | 0.0% | 0.0% | 0.0% | | - | | | - |
| | | | | | | | | | | | | |
| Hidden Homes - no. completed satisfaction surveys (Quarterly PI) | | | | New PI | - | - | - | - | - | | | - |
| % Residents Satisfied | | | | | | | | | | >=90% | | N/C |
| | | | | | | | | | | | | |
| Grenfell Tower project - no. completed satisfaction surveys (Quarterly PI) | | | | New PI | - | - | - | - | - | | | - |
| % Residents Satisfied | | | | | | | | | | TBC | | N/C |
| | | | | | | | | | | | | |
| Cylcal Projects - no completed satisfaction surveys (Quarterly PI) | | | | New PI | - | - | - | - | - | | | - |
| % Residents Satisfied | | | | | | | | | | >=70% | | N/C |
| | | | | | | | | | | | | |
| Kitchen & Bathroom works - no completed satisfaction surveys (Quarterly PI) | | | | New PI | - | - | - | - | - | | | - |
| % Residents Satisfied | | | | | | | | | | >=90% | | N/C |

23/07/2015

Performance Dashboard

Income - Rents, Home Ownership & Corporate Property



| Key Performance Indicator | Q2 | Q3 | Q4 | 2014-15 | Apr | May | June | Q1 | YTD | Target | Target for period | Upper Quartile |
|--|-------------|-------------|-------------|-------------|------------|------------|------------|--------------|------------|------------|-------------------|----------------|
| Current Tenant Arrears | | | | | | | | | | | | |
| Rent collected as a % rent due (excl arrears brought forward) | 99.50% | 99.27% | 99.65% | 99.65% | 97.59% | 97.54% | 98.41% | 98.41% | 98.41% | >=99.96% | | >=99.49% |
| Gross Current Tenant Arrears (£millions) | £ 1,017,386 | £1,072,394 | £932,145 | £964,639 * | £1,028,245 | £1,064,731 | £1,089,551 | £1,089,551 | £1,089,551 | <=£984,493 | <=£964,639 | N/C |
| Gross arrears as a % rent roll | 2.08% | 2.19% | 1.90% | 1.90% | 1.97% | 2.05% | 2.10% | 2.10% | 2.10% | <=1.90% | | <=2.06% |
| Percentage of tenancies with arrears of more than 7 weeks rent | 4.58% | 4.63% | 3.96% | 3.96% | 3.82% | 4.09% | 4.25% | 4.25% | 4.25% | <=4.5% | | N/C |
| Collection rate - social sector size criteria households | - | 96.27% | 97.52% | 97.52% | TBC | 96.51% | 98.86% | 98.86% | 98.86% | Info. | | - |
| Former Tenant Arrears (FTA) | | | | | | | | | | | | |
| FTA Cash collection | £ 21,553 | £ 15,084 | £ 32,869 | £91,119 | £3,820 | £4,350 | £8,639 | £16,809 | £16,809 | >=£85,000 | £ 21,249 | N/C |
| FTA Write Off | £ 48,701 | £ - | £ 29,124 | £ 80,093 | £ - | £ - | £ 297 | £ 297 | £ - | Info. | | - |
| FTA Housing Benefit collection | £ 1,371 | £ 2,554 | £ 3,384 | £ 10,599 | £ 18 | £ 1,468 | £ 832 | £ 654 | £ 18 | Info. | | - |
| Home Ownership | | | | | | | | | | | | |
| Collection rate - Service Charges | 27.6% | 25.07% | 27.20% | 104.68% | 11.1% | 8.5% | 5.2% | 25.41% | 25.406% | >=100.172% | 22.028% | N/C |
| Collection rate - Major Works | 24.3% | 30.30% | 26.40% | 129.88% | 6.0% | 5.7% | 5.0% | 17.75% | 17.745% | >=69.689% | 3.733% | N/C |
| Change in SC arrears (£thous) | - | - | - | -33 | - | £ 376,914 | £ 260,633 | £ 260,632.77 | £ 260,633 | -7 | £ 177,215 | N/C |
| Change in MW arrears (£thous) | - | - | - | -240 | - | £ 899,925 | £ 881,887 | £ 881,887.04 | £ 881,887 | +231 | £ 927,966 | N/C |
| Corporate Property (Qtrly) | | | | | | | | | | | | |
| No. Properties in portfolio | 182 | 182 | 182 | 182 | - | - | - | 182 | 182 | Info. | | - |
| Total value of rent roll (£millions) | £ 3,015,091 | £ 3,062,361 | £ 3,062,361 | £ 3,062,361 | - | - | - | - | - | Info. | | - |
| Total aged debt | £ 57,439 | £ 80,754 | £ 68,820 | £ 68,820 | - | - | - | - | - | Info. | | - |
| As % portfolio rent roll | 1.90% | 2.64% | 2.25% | 2.25% | - | - | - | - | - | <=5% | | N/C |
| No. Voids | 5 | 6 | 5 | 5 | - | - | - | 3 | 3 | Info. | | - |
| As % portfolio | 2.75% | 3.30% | 2.75% | 2.75% | - | - | - | 1.65% | 1.65% | Info. | | - |
| No. outstanding lease renewals (notice not yet served) | 0 | 0 | 0 | 0 | - | - | - | 0 | 0 | 0 | | N/C |
| No. outstanding rent review (notice not yet served) | 0 | 0 | 0 | 0 | - | - | - | 0 | 0 | 0 | | N/C |

23/07/2015

Performance Dashboard

Neighbourhoods & Community



| Key Performance Indicator | Q2 | Q3 | Q4 | 2014-15 | Apr | May | June | Q1 | YTD | Target | Target for period | Upper Quartile |
|--|--------|---------|--------|---------|---------|---------|---------|---------|---------|---------|-------------------|----------------|
| Grounds Maintenance & Cleaning | | | | | | | | | | | | |
| % Grounds maintenance inspections achieving required standards | 98.1% | 98.49% | 98.50% | 98.3% | 98.03% | 98.35% | 98.27% | 98.24% | 98.24% | >=97.0% | | N/C |
| No. Cleaning callbacks | 26 | 24 | 20 | 108 | 25 | 25 | 21 | 71 | 71 | <30 p/m | | N/C |
| No. Joint inspections undertaken | 256 | 248 | 235 | 992 | 94 | 95 | 102 | 291 | 291 | Info. | | - |
| No. Quality assurance failures | 0 | 8 | 0 | 11 | 0 | 0 | 0 | 0 | 0 | Info. | | - |
| % Satisfaction with grounds maintenance service (gross) | 92.2% | 90.9% | - | 91.6% | - | - | 89.47% | 89.47% | 89.47% | >=90.0% | | N/C |
| % Satisfaction with cleaning service (gross) | 90.6% | 93.3% | - | 90.8% | - | - | 88.16% | 88.16% | 88.16% | >=90.0% | | N/C |
| Percentage of bulk refuse removed within 3 days | - | - | - | New PI | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% | >=95.0% | | N/C |
| Estate Services Team (From Q2 onwards) | | | | | | | | | | | | |
| Scheduled quarterly estate inspections carried out, as a percentage of those due | - | - | - | New PI | - | - | - | - | - | >=90% | | N/C |
| Average inspection score (0-5) | - | - | - | New PI | - | - | - | - | - | - | | - |
| % of inspection results published on noticeboards within five working days | - | - | - | New PI | - | - | - | - | - | 100.0% | | N/C |
| Anti-Social Behaviour (ASB) | | | | | | | | | | | | |
| No. New ASB cases reported | 65 | 45 | 64 | 233 | 35 | 42 | 23 | 100 | 100 | Info. | | - |
| No. Live cases at end of period | 68 | 62 | 88 | 88 | 90 | 99 | 124 | 124 | 124 | Info. | | - |
| % Complainants satisfied with handling of case (gross) | 100.0% | 88.90% | 80.00% | 85.3% | - | - | - | 71.43% | 71.43% | >=81.0% | | >=68.7% |
| % Complainants satisfied with outcome of case (gross) | 100.0% | 88.90% | 80.00% | 85.3% | - | - | - | 71.43% | 71.43% | >=81.0% | | >=79.9% |
| % Closed cases with satisfaction survey completed | - | - | - | New PI | - | - | - | 11.48% | 11.48% | >=29.8% | | N/C |
| No. surveys attempted | - | - | - | - | - | - | - | 29 | 29 | Info. | | - |
| No. survey responses | 2 | 9 | 10 | 34 | - | - | - | 7 | 7 | Info. | | - |
| Resident Engagement | | | | | | | | | | | | |
| No. residents engaging in TMO events, activities and involvement opps | 1823 | 1725 | 1742 | 6650 | 520 | 655 | 852 | 2027 | 2027 | Info. | | - |
| No. residents involved in decision making activities | 503 | 417 | 249 | 1478 | 93 | 77 | 91 | 261 | 261 | Info. | | - |
| No. new members joining the Children's TMO | 14 | 9 | 3 | 36 | 27 | 45 | 26 | 98 | 98 | >=30 | 7 | N/C |
| No. new members joining the Youth TMO | 0 | 93 | 10 | 111 | 11 | 10 | 12 | 33 | 33 | >=40 | 9 | N/C |
| No. residents signing up to 'Get on Board' | 12 | 99 | 42 | 194 | 60 | 18 | 22 | 100 | 100 | >=150 | 37 | N/C |
| No. new residents associations or compacts | 3 | 2 | 4 | 12 | 2 | 1 | 1 | 4 | 4 | >=8 | 2 | N/C |
| Attendance at Residents' Conference | 322 | - | - | 322 | - | - | 0 | - | - | >=375 | 0 | N/C |
| No. residents attending the Training & Employment road-shows | 26 | 0 | 63 | 145 | 0 | 0 | 173 | 173 | 173 | >=120 | 60 | N/C |
| No. of residents signing up for training | | | | | 0 | 3 | 4 | 7 | 7 | Info. | | - |
| No. residents attending quarterly KCTMO BAME surgeries | | | | New PI | - | - | 80 | 80 | 80 | >=150 | 38 | N/C |
| Community Alarms Service (Quarterly) | | | | | | | | | | | | |
| Total calls handled | 20101 | 29492 | 21254 | 98527 | - | - | - | 19828 | 19828 | Info. | | - |
| % Answered within 60 seconds | 98.6% | 98.40% | 97.00% | 98.1% | - | - | - | 96.8% | 96.8% | 95.0% | | - |
| % Emergency visits attended within 45 minutes | 96.7% | 95.10% | 98.50% | 95.4% | - | - | - | 97.1% | 97.1% | 95.0% | | - |
| Customer satisfaction | 97% | 100.00% | 97.50% | 98.5% | - | - | - | 99.0% | 99.0% | 95.0% | | - |

23/07/2015

Performance Dashboard

Customer Contact



| Key Performance Indicator | Q2 | Q3 | Q4 | 2014-15 | Apr | May | June | Q1 | YTD | Target | Upper Quartile |
|--|-------|--------|--------|---------|--------|--------|--------|--------|--------|--------|----------------|
| Customer Contact Centre | | | | | | | | | | | |
| No. incoming calls received by the Contact Centre | 18810 | 22539 | 22673 | 83696 | 7166 | 6423 | 6826 | 20415 | 20415 | Info. | - |
| % of incoming calls answered | 89.5% | 91.94% | 91.22% | 91.21% | 85.12% | 91.53% | 93.58% | 89.97% | 89.97% | >=90% | >=93.58% |
| % calls answered within 30 seconds | 66.0% | 69.6% | 57.3% | 64.4% | 43.59% | 56.52% | 70.57% | 57.11% | 57.11% | >=70% | N/C |
| No. reporting repairs emails actioned by the Contact Centre | - | - | - | New PI | 961 | 650 | 917 | 2528 | 2528 | Info. | - |
| Telephone Calls (excluding CCC & CAS) - incoming & internal | | | | | | | | | | | |
| No. calls received (All) | 30301 | 15725 | 29212 | 111376 | 9108 | 8873 | 9208 | 27189 | 27189 | Info. | - |
| % of incoming calls answered | 93.1% | 92.2% | 91.1% | 92.6% | 92.02% | 92.87% | 91.69% | 92.18% | 92.18% | >=90% | N/A |
| W2 /EDMS Correspondence | | | | | | | | | | | |
| No. actioned | 1477 | 1896 | 2229 | 7780 | 585 | 735 | 701 | 2021 | 2021 | | - |
| % within target | 92.8% | 93.78% | 94.98% | 93.53% | 92.48% | 95.37% | 93.01% | 93.72% | 93.72% | >=90% | N/C |

23/07/2015

Performance Dashboard

Corporate: Complaints, Governance & Tenant Profiling



| Key Performance Indicator | Q2 | Q3 | Q4 | 2014-15 | Apr | May | June | Q1 | YTD | Target | Target for period | Upper Quartile |
|---|--------|---------|---------|---------|---------|---------|---------|--------|--------|--------|-------------------|----------------|
| Complaints | | | | | | | | | | | | |
| No. Enquiries closed | 117 | 112 | 150 | 505 | 67 | 55 | 67 | 189 | 189 | Info. | | - |
| % answered in target | 100.0% | 99.10% | 97.30% | 99.0% | 98.51% | 100.00% | 100.00% | 99.47% | 99.47% | >=90% | | N/C |
| No. Complaints received in month | 89 | 71 | 80 | 288 | 33 | 16 | 35 | 84 | 84 | Info. | | - |
| No. Complaints closed in month | 90 | 64 | 68 | 282 | 24 | 34 | 36 | 94 | 94 | Info. | | - |
| No. Complaints escalated in month | - | - | - | - | 0 | 0 | 0 | 0 | 0 | Info. | | - |
| No. Stage 1 complaint responses | 90 | 63 | 68 | 281 | 22 | 33 | 33 | 88 | 88 | Info. | | - |
| % answered in target | 92.2% | 92.06% | 97.06% | 94.0% | 100.00% | 87.88% | 93.94% | 93.18% | 93.18% | >=90% | | N/C |
| No. Stage 2 complaint responses | 2 | 4 | 2 | 9 | 2 | 3 | 4 | 9 | 9 | Info. | | - |
| % answered in target | 100.0% | 100.00% | 100.00% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | >=90% | | N/C |
| No. Appeals | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 3 | Info. | | - |
| % answered in target | - | 100.00% | - | 100.0% | - | 66.67% | - | 66.67% | 66.67% | >=90% | | N/C |
| % Complaints upheld | 67.8% | 70.3% | 75.0% | 73.4% | 62.50% | 47.06% | 69.44% | 59.57% | 59.57% | 68.40% | | N/C |
| No. Active complaints at month end | 90 | 95 | 108 | 108 | 116 | 96 | 98 | 98 | 98 | Info. | | - |
| Governance | | | | | | | | | | | | |
| Percentage attendance at Board meetings (Quarterly) | 79.3% | 68.4% | 85.3% | 80.92% | - | - | - | 85.71% | 85.71% | Info. | | - |
| No. New TMO Members signed up | 22 | 58 | 331 | 446 | 19 | 38 | 23 | 80 | 80 | >=454 | 112 | N/C |
| No. Members voting in AGM | 1089 | - | - | 1089 | - | - | - | - | - | >=749 | | - |
| Tenancy Check Project | | | | | | | | | | | | |
| No. Tenancy Audits attempted | | | | | - | - | - | 371 | 371 | | | - |
| No. Tenancy Audits visits completed | 0 | 127 | 62 | 189 | - | - | - | 186 | 186 | | | N/C |
| No. Tenancies confirmed | | | | | - | - | - | 161 | 161 | | | - |
| Referrals to CIG | | | | | - | - | - | 22 | 22 | | | - |
| No. NOSP's served | | | | | - | - | - | 1 | 1 | | | - |
| No. Properties recovered | | | | | - | - | - | 0 | 0 | | | - |
| Tenant Profiling | | | | | | | | | | | | |
| % Tenants with ethnicity data held | 71.2% | 71.32% | 71.78% | 71.78% | 71.95% | 72.03% | 72.12% | 72.12% | 72.12% | 76.8% | 73.06% | >=89.2% |
| % Prefer not to say (ethnicity) | 1.6% | 1.6% | 1.6% | 1.6% | 1.59% | 1.59% | 1.59% | 1.59% | 1.59% | Info. | | - |
| % Tenants with age data held | 93.2% | 97.41% | 97.48% | 97.48% | 97.46% | 97.46% | 97.48% | 97.48% | 97.48% | 98.0% | | >=99.7% |

23/07/2015

TMO00879693/26
TMO00015053_0000

Performance Dashboard

Human Resources (Quarterly)



| Key Performance Indicator | Q1 | Q2 | Q3 | Q4 | 2014-15 | Q1 | YTD | Target | Target for period | Upper Quartile |
|---|--------|-------|--------|-------|---------|------------|------------|---------|-------------------|----------------|
| Human Resources | | | | | | | | | | |
| Total staff (headcount) | 203 | 208 | 213 | 214 | 214 | 215 | 215 | info | | |
| Average number of sickness absence for FTE (rolling 12 months) | 4.51 | 4.98 | 6.34 | 5.50 | 5.50 | 5.17 | 5.17 | <=5.5 | | <=6.17 |
| Bradford Factor - overall score | 57.4% | 46.76 | 87.20 | 83.90 | 83.90 | 78.02 | 78.02 | info | | |
| Staff Turnover (bi-annual) | | 10.00 | | 13% | 13% | - | - | info | | <=8.7% |
| | | | | | | | | | | |
| | | | | | | | | | | |
| % of Year End PDPs completed and returned to HR in target | 90.9% | | | | 90.9% | 97% (83%) | 97% (83%) | 90.0% | | N/C |
| Percentage complete - Operations | 84.5% | | | | 84.5% | 97% (78%) | 97% (78%) | 90.0% | | N/C |
| Percentage complete - Financial Services | 95.8% | | | | 95.8% | 96% (92%) | 96% (92%) | 90.0% | | N/C |
| Percentage complete - People & Performance | 100.0% | | | | 100.0% | 100% (78%) | 100% (78%) | 90.0% | | N/C |
| | | | | | | | | | | |
| % of Mid Year PDPs completed and returned to HR by November End | | | 76.40% | | 76.4% | | - | >=80% | | N/C |
| Percentage complete - Operations | | | 73.20% | | 73.2% | | - | >=80% | | N/C |
| Percentage complete - Financial Services | | | 83.30% | | 73.3% | | - | >=80% | | N/C |
| Percentage complete - People & Performance | | | 83.30% | | 83.3% | | - | >=80% | | N/C |
| | | | | | | | | | | |
| Staff Survey (Best Companies) | | | | | | | | | | |
| Percentage of staff participating in survey | - | - | - | - | - | - | - | >=67% | | N/C |
| Best Companies accreditation score | - | - | - | - | - | - | - | >=659.5 | | N/C |
| Best Companies accreditation level | - | - | - | - | - | - | - | >=1 | | N/C |

23/07/2015

APPENDIX B

Operations Committee

Analysis of visits to TMO receptions

April to June 2015

The Operations Committee have requested information on the levels of visits to our receptions, including the numbers of visits and reason for visits.

The analysis below is based on recorded visit information collected between April and June 2015.

The information is currently recorded on excel worksheets and as such, it should be noted that there is a possibility of under-reporting, especially for periods when the receptions may be covered by non-CSC staff or during exceptionally busy periods.

Visitor numbers

Between April and June 2015 reception staff recorded a total of 3165 visits made to the TMO receptions, located at the Network Hub, and the Blantyre and Lancaster West local offices.

On average the TMO receptions receive 55 visits per day.

| Month | No. Visits | No. working days in month | Average visits per day |
|------------|------------|---------------------------|------------------------|
| April 2015 | 1074 | 18 | 60 |
| May 2015 | 1009 | 18 | 56 |
| June 2015 | 1082 | 22 | 49 |
| Total: | 3165 | 58 | 55 |

Reason for visits

Of the 3165 visits made, the most frequent visit reason was for rent income, followed by Neighbourhood Management, and then repairs (new) and repairs (chase).

The repairs visit reasons combined make repairs the most popular reason for visiting our offices.

| Visit Reason | April | May | June | Total Visits | % |
|--------------------------|-------|-----|------|--------------|--------|
| Rent income | 283 | 223 | 275 | 781 | 24.68% |
| Neighbourhood management | 190 | 193 | 197 | 580 | 18.33% |
| Repairs (chase) | 157 | 124 | 124 | 405 | 12.80% |
| Repairs (new) | 142 | 120 | 122 | 384 | 12.13% |

| | | | | | |
|----------------------|------|------|------|------|-------|
| Parking | 89 | 125 | 102 | 316 | 9.98% |
| Main entry door/keys | 65 | 81 | 83 | 229 | 7.24% |
| Other | 66 | 74 | 78 | 218 | 6.89% |
| Home Ownership | 13 | 13 | 12 | 38 | 1.20% |
| A&R | 9 | 5 | 12 | 26 | 0.82% |
| External agency | 5 | 4 | 14 | 23 | 0.73% |
| Pest control | 11 | 5 | 5 | 21 | 0.66% |
| Voids/sign ups | 8 | 7 | 6 | 21 | 0.66% |
| Welfare reform | 10 | 3 | 7 | 20 | 0.63% |
| Complaints | 5 | 9 | 5 | 19 | 0.60% |
| Resident engagement | 4 | 6 | 9 | 19 | 0.60% |
| ESA enquiry | 5 | 5 | 7 | 17 | 0.54% |
| Not stated | | | 17 | 17 | 0.54% |
| Non TMO enquiry | 7 | 4 | 1 | 12 | 0.38% |
| Human resources | 2 | 3 | 1 | 6 | 0.19% |
| TMO surveyors | | 3 | 3 | 6 | 0.19% |
| Deliveries | 1 | 2 | 1 | 4 | 0.13% |
| Repairs Direct | 2 | | 1 | 3 | 0.09% |
| Total Visits | 1074 | 1009 | 1082 | 3165 | |

Location of visit

The table below breaks down the visit reason by office location.

With regard to the high number of visits for 'main entry door' for Lancaster West, a review of the data shows that these visits were split between residents, outside contractors such as BT and British Gas, and repairs contractors. To achieve consistency of reporting the Heads of Neighbourhoods will clarify with reception staff under which category access visits from maintenance contractors and outside operatives should sit.

| Visit Reason | Blantyre | Network Hub | Lancaster West | Total |
|--------------------------|----------|-------------|----------------|-------|
| Rent income | 217 | 357 | 207 | 781 |
| Neighbourhood management | 249 | 252 | 79 | 580 |
| Repairs chase | 118 | 200 | 87 | 405 |
| Repairs new | 115 | 216 | 53 | 384 |
| Parking | 119 | 109 | 88 | 316 |
| Main entry door/keys | 27 | 54 | 148 | 229 |
| Other | 53 | 52 | 113 | 218 |
| Home Ownership | 26 | 9 | 3 | 38 |
| Assets & regeneration | | 26 | | 26 |
| External agency | 21 | 1 | 1 | 23 |
| Pest control | 5 | 11 | 5 | 21 |
| Voids/sign ups | 5 | 9 | 7 | 21 |

| | | | | |
|---------------------|-----|------|-----|------|
| Welfare reform | 5 | 14 | 1 | 20 |
| Complaints | | 5 | 14 | 19 |
| Resident engagement | 1 | 16 | 2 | 19 |
| ESA enquiry | 2 | 15 | | 17 |
| Unknown/not stated | | 17 | | 17 |
| Non TMO enquiry | 2 | 7 | 3 | 12 |
| Human resources | | 6 | | 6 |
| TMO surveyors | 1 | 5 | | 6 |
| Deliveries | | 2 | 2 | 4 |
| Repairs Direct | | 3 | | 3 |
| Grand Total | 966 | 1386 | 813 | 3165 |

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED**

| | |
|--|--|
| Open | |
| For information | |
| Operations Committee | |
| Report title: | Year End 14/15 and Q1 15/16 performance |
| Authority for decision: | The Committee has been delegated the powers to review the strategic delivery of leasehold services, including consultation, involvement, RTB and non statutory procedural matters, income and service charge collection and LSVT challenges. |
| Recommendations: | That the Committee consider the contents of this report and upon due consideration, make its recommendations (where applicable) to the Board |
| Regulatory/legal requirements: | The Board and its Committees have a duty to promote the success of the Company. |
| Business Plan link: | The contents of this report are directly linked to the Company's growth strategy. |
| Equality Impact Assessment/comment: | NA |
| Resident consultation: | None |
| Resource implications/VFM statement: | NA |
| Risk: | Decline in organisational performance could result in a breach of the Company's obligations under its Management Agreement and action from RBKC. |
| Appendices: | 1 - Detail of collection progress |
| Total number of pages including appendices: | 10 |
| Name, position and contact details of author: | Daniel Wood Assistant Director, Home Ownership [REDACTED] |

THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED

OPERATIONS COMMITTEE – 30th July 2015

REPORT BY ASSISTANT DIRECTOR OF HOME OWNERSHIP

QUARTERLY PERFORMANCE – QUARTER 1 & YEAR END

1.0 Purpose

This report is to inform the Committee of the performance of the Home Ownership department for the 1st quarter of 15/16 and year end of 14/15.

FOR INFORMATION

2.0 2014/15 YEAR END PERFORMANCE

2.1 2014/15 Year End - Service Charges

- 2.2** The arrears target for 2014-15 was a reduction of £8,494, however, arrears reduced by £33,348 and the target for the year was exceeded by £24,854.

| Service Charges | Arrears @ Start of 2014/15 | Arrears @ End 2014/15 | Arrears Variance |
|-----------------|-------------------------------|--------------------------|------------------|
| Arrears | £212,352 | £179,004 | -£33,348 |

- 2.3** Service charge arrears totaled £179,004 at the end of 2014/15; this is the lowest level of service charges arrears since our records started in Capita, back in 2003.

3.0 2014/15 Year End – Major Works

- 3.1** The arrears target for 2014/15 was for arrears to increase by no more than £280,822, however, arrears decreased by £240,987.

| Major Works | Arrears @ Start of 2014/15 | Arrears @ End of 2014/15 | Arrears Variance |
|-------------|-------------------------------|-----------------------------|------------------|
| Arrears | £1,225,426 | £984,439 | -£240,987 |

- 3.2** This reduction is due to a number of lessees who were in dispute at the end of 2013/14, who have now either cleared their accounts or agreed to a repayment plan. As well as a reduction in disputes, a number of homeowners that had repayment plans have cleared their outstanding balances either in accordance with the repayment plan or in one lump sum.

- 3.3** Major works arrears totaled £984,439 at the end of 2014/15, this is the first time in over a decade that major works arrears have dropped below the £1 million mark.

4.0 Telephone statistics 2014/15

- 4.1** Below is a summary of all of the calls received by the Home Ownership Team in 2014/15, the target was increased to 95% and all targets have been exceeded:

| Summary | -- | % | Target |
|------------------------|----------|---------|-----------|
| Total Calls Received | 11438 | 100.00% | - |
| Total Calls Answered | 11164 | 97.60% | 95% |
| Total Calls Unanswered | 274 | 2.40% | <5% |
| Average Pick Up Time | 00:00:06 | - | <00:00:10 |

5.0 Correspondence statistics 2014/15

- 5.1** A total of 4935 enquiries were received, of which, 97.71% were responded to within the target time.

| - | Total Correspondence | Correspondence Completed | Completed Inside Target Time | Completed Outside Target Time | Outstanding and Within Target Time | Outstanding and Past Target Time |
|------------|----------------------|--------------------------|------------------------------|-------------------------------|------------------------------------|----------------------------------|
| Number | 4935 | 4932 | 4819 | 113 | 1 | 2 |
| Percentage | 0 | 99.94% | 97.71% | 2.29% | 0.02% | 0.04% |

6.0 ARREARS ACTIONS 2014/15

6.1 Service Charge Accounts

4859 arrears letters were sent out and are broken down as follows:

First Reminder 2834 letters
 Final Reminder 1615 letters
 Legal Referral 410 letters

6.2 Major Works Accounts

1844 arrears letters were sent out and are broken down as follows:

First Reminder 948 letters
 Final Reminder 634 letters
 Legal Referral 262 letters

7.0 Legal Referrals 2014/15

- 7.1 There were 127 legal referrals with a total value of £128,424. There were 89 referrals for service charge arrears with a value of £77,476 and, 38 referrals for major works arrears with a value of £50,948.

8.0 Complaints 2014/15

- 8.1 We received 1 formal complaints relating to the Home Ownership Service in 2014/15.

| | Stage One | Stage Two | Stage Three | Total |
|--------------|-----------|-----------|-------------|-------|
| Q1 | 0 | 0 | 0 | 0 |
| Q2 | 0 | 0 | 0 | 0 |
| Q3 | 1 | 0 | 0 | 1 |
| Q4 | 0 | 0 | 0 | 0 |
| <i>Total</i> | 1 | 0 | 0 | 1 |

9.0 QUARTER 1 - 2015/16 PERFORMANCE

9.1 Quarter 1 invoice and statement despatch

The 1st quarter invoice and statements were raised and sent out on time.

10.0 Collection – 2015/16 Targets

- 10.1 The target for service charges is to collect the amount that is being billed plus a reduction in the arrears of £7,160;

| Service Charges | | |
|-----------------|--------------------------|----------------|
| Billing | Arrears at start of year | Arrears Target |
| £4,308,715 | £179,004 | £171,844 |

- 10.2 The target set is a 4% reduction of the arrears. Analysis shows that service charge arrears will not drop significantly from where they are now due the nature of payment plans, direct debits and disputes. The level of arrears is now such that we would reasonably expect the total arrears to reduce slightly over the course of the financial year.
- 10.3 After the deduction of payment plans, disputes etc..., referenced in the appendix, the arrears sum actively being pursued is £67,946. £41,007 is currently being collected via the legal process.
- 10.4 The target for major works is for the arrears to increase by no more than £231,610;

Major Works

| Billing | Arrears at start of year | Arrears Target |
|----------|--------------------------|----------------|
| £812,219 | £984,439 | £1,216,049 |

- 10.5** Due to the way that major works will now be billed, the arrears target can not be simply divided by the four quarters. The reason for this is that the bulk of sums billed will be raised in quarter 3, with very little (c.10k), being billed in quarters one, two, and four.
- 10.6** The reason for the bulk of the billing being in quarter 3 is that these charges are being raised against the final account, as opposed to the traditional four quarters of the financial year. This is due to a High Court ruling (*Woelke v Southwark*) that means that all major works charges have to be reconciled annually as per the service charges.
- 10.7** Please find below a summary of the quarterly targets, based upon the aforementioned variations;

Major Works Arrears Target by Quarter

| Quarter | Arrears Target | Variance |
|--------------|----------------|------------------|
| End of Q1 | £927,965 | -£56,474 |
| End of Q2 | £861,075 | -£66,890 |
| End of Q3 | £1,421,253 | +£560,178 |
| End of Q4 | £1,216,049 | -£205,204 |
| TOTAL | | +£231,610 |

- 10.8** The targets incorporate the fact that lessee's are able to repay their charges over 36 months, interest free. Consequently, only a percentage of the sums billed will be collected this financial year, the remaining sums will be collected across 2016-2018.
- 10.9** Disputed major works arrears, referenced in the appendix, total £395,774. It should be noted that £307,442 relates to one project, the final account has now been certified and we are now in discussions with lessee's to make the transition from 'disputed' to 'repayment plan'.

11.0 Q1 - Service Charge collection

- 11.1** The arrears target for quarter 1 was to decrease arrears by £1,790 (£7,160 / 4), however, arrears increased by £81,628.

| Service Charges | Arrears @ Start of Q1 | Arrears @ End of Q1 | Arrears Variance |
|-----------------|-----------------------|---------------------|------------------|
| Arrears | £179,004 | £260,632 | +£81,628 |

11.2 This increase is due to issues with the RBKC's new tri-borough finance systems not allocating payments correctly, thus delaying payments reaching homeowners' accounts. The Income Team has been unable to process arrears in the normal way due to a lack of clarity in terms of the account balances - please see the appendix for further details.

11.3 We have therefore not been able to undertake our normal arrears prompting processes. In order to try and minimize the increase in arrears we have had to write to each lessee individually to establish if payments have been made, the impact of which is clear in the reduction of legal referrals listed at 15.1 and 15.2. The finance system issues are still live and are being investigated by RBKC.

11.4 We have received an indication that the problems should be resolved by October. As this issue is likely to impact beyond Q1 and Q2, the committee should note that there is a risk that the homeowner income targets may not be achieved.

12.0 Q1 – Major Works collection

12.1 The arrears target for quarter 1 was for arrears to decrease arrears by £56,474, however, arrears decreased by £102,552.

| Major Works | Arrears @ Start of Q1 | Arrears @ End of Q1 | Arrears Variance |
|-------------|-----------------------|---------------------|------------------|
| Arrears | £984,439 | £881,887 | -£102,552 |

12.2 This reduction is due to a number of lessees who had activated a voluntary charge at the start of 2015/16, along with increased payments via payment plans.

13.0 Telephone statistics - Q1

13.1 Below is a summary of all of the calls received by the Home Ownership Team in quarter 1, the target has been increased to 95% and all targets have been exceeded:

| Summary | -- | % | Target |
|------------------------|--------|---------|----------|
| Total Calls Received | 2417 | 100.00% | - |
| Total Calls Answered | 2343 | 96.94% | 95% |
| Total Calls Unanswered | 74 | 3.06% | <5% |
| Average Pick Up Time | 7 Secs | - | <10 Secs |

14.0 Correspondence statistics – Q1

14.1 A total of 1168 enquiries were received, of which, 97.75% were responded to within the target time.

| - | Total Correspondence | Correspondence Completed | Completed Inside Target Time | Completed Outside Target Time | Outstanding and Within Target Time | Outstanding and Past Target Time |
|------------|-------------------------|-----------------------------|---------------------------------------|--|--|--|
| Number | 1168 | 1155 | 1129 | 26 | 10 | 3 |
| Percentage | | 99.89% | 97.75% | 2.25% | 0.86% | 0.26% |

15.0 ARREARS ACTIONS Q1

15.1 Service Charge Accounts

806 arrears letters were sent out and are broken down as follows:

| | | |
|----------------|-----|---------|
| First Reminder | 721 | letters |
| Final Reminder | 54 | letters |
| Legal Referral | 31 | letters |

15.2 Major Works Accounts

108 arrears letters were sent out and are broken down as follows:

| | | |
|----------------|----|---------|
| First Reminder | 71 | letters |
| Final Reminder | 25 | letters |
| Legal Referral | 12 | letters |

16.0 Legal Referrals Q1

16.1 There were 17 legal referrals with a total value of £22,938. There were 13 referrals for service charge arrears with a value of £17,669 and, 4 referrals for major works arrears with a value of £5,269.

17.0 Complaints

17.1 We received no formal complaints relating to the Home Ownership Service in quarter 1.

Daniel Wood
Assistant Director, Home Ownership

APPENDIX

| KEY | DETAIL |
|-------------------|--------------------------|
| PP | Payment Plan |
| DP | Disputed |
| DR | Disrepair |
| VC | Voluntary Charge |
| PB | Probate |
| LA | Legal Action |
| Arrears Excluding | Amount of pursuable debt |

| Service Charges | 24-March-15 | 23-June-15 | Variance March 15 To Date |
|---|-------------------------------------|-------------------------------------|---------------------------|
| | Including 4th Quarter Charges 14-15 | Including 1st Quarter Charges 15-16 | |
| Arrears Balance | £179,004.75 | £260,632.77 | £81,628.02 |
| Number Of Properties In Arrears | 370 | 758 | 388 |
| Average Arrears Per Property | £483.80 | £343.84 | -£139.95 |
| Payment Plans Arrears | £28,452.68 | £63,770.41 | £35,317.73 |
| Number Of Properties On Payment Plans | 163 | 428 | 265 |
| Dispute Arrears | £14,691.90 | £14,235.37 | -£456.53 |
| Number Of Properties In Dispute | 5 | 4 | -1 |
| Disrepair Arrears | £0.00 | £0.00 | £0.00 |
| Number Of Properties In Disrepair | 0 | 0 | 0 |
| Voluntary Charges Arrears | £26,622.39 | £0.00 | -£26,622.39 |
| Number of Properties In Voluntary Charges | 2 | 0 | -2 |
| In Legal Action Arrears | £41,007.04 | £47,174.76 | £6,168 |
| Number of Properties In Legal Action | 19 | 19 | 0 |
| Awaiting Probate | £283.89 | £1,496.81 | £1,212.92 |
| Number Of Properties Awaiting Probate | 1 | 3 | 2 |
| Arrears Excluding (PP,DP,DR,VC,LA,PB) | £67,946.85 | £133,955.42 | £66,008.57 |
| Number of Properties In Arrears Excluding (PP,DP,DR,VC,LA,PB) | 180 | 304 | 124 |

| Major Works | 24-March-15 | 23-June-15 | Variance March 15 To Date |
|---|-------------------------------------|-------------------------------------|---------------------------|
| | Including 4th Quarter Charges 14-15 | Including 1st Quarter Charges 15-16 | |
| Arrears Balance | £984,439.14 | £881,887.04 | -£102,552.10 |
| Number Of Properties In Arrears | 329 | 286 | -43 |
| Average Arrears Per Property | £2,992.22 | £3,083.52 | £91.30 |
| Payment Plans Arrears | £307,905.01 | £246,537.48 | -£61,367.53 |
| Number Of Properties On Payment Plans | 161 | 123 | -38 |
| Dispute Arrears | £395,774.17 | £398,964.99 | £3,190.82 |
| Number Of Properties In Dispute | 38 | 38 | 0 |
| Disrepair Arrears | £0.00 | £0.00 | £0.00 |
| Number Of Properties In Disrepair | 0 | 0 | 0 |
| Voluntary Charges Arrears | £23,743.88 | £0.00 | -£23,743.88 |
| Number of Properties In Voluntary Charges | 2 | 0 | -2 |
| In Legal Action Arrears | £15,834.59 | £9,240.50 | -£6,594 |
| Number of Properties In Legal Action | 8 | 6 | -2 |
| Awaiting Probate | £288.19 | £337.21 | £49 |
| Number Of Properties Awaiting Probate | 1 | 1 | 0 |
| Arrears Excluding (PP,DP,DR,VC,LA,PB) | £240,893.30 | £226,806.86 | -£14,086.44 |
| Number of Properties In Arrears Excluding (PP,DP,DR,VC,LA,PB) | 119 | 118 | -1 |
| Service Charge & Major Works Total | 24-March-15 | 23-June-15 | Variance March 15 To Date |
| | Including 4th Quarter Charges 14-15 | Including 1st Quarter Charges 15-16 | |
| Arrears Balance | £1,163,443.89 | £1,142,519.81 | -£20,924.08 |
| Number Of Properties In Arrears | 699 | 1044 | 345 |
| Average Arrears Per Property | £3,476.01 | £3,427.36 | -£48.65 |
| Payment Plans Arrears | £336,357.69 | £310,307.89 | -£26,049.80 |
| Number Of Properties On Payment Plans | 324 | 551 | 227 |
| Dispute Arrears | £410,466.07 | £413,200.36 | £2,734.29 |
| Number Of Properties In Dispute | 43 | 42 | -1 |
| Disrepair Arrears | £0.00 | £0.00 | £0.00 |
| Number Of Properties In Disrepair | 0 | 0 | 0 |
| Voluntary Charges Arrears | £50,366.27 | £0.00 | -£50,366.27 |
| Number of Properties In Voluntary Charges | 4 | 0 | -4 |
| In Legal Action Arrears | £56,841.63 | £56,415.26 | -£426.37 |
| Number of Properties In Legal Action | 27 | 25 | -2 |
| Awaiting Probate | £572.08 | £1,834.02 | £1,261.94 |
| Number Of Properties Awaiting Probate | 2 | 4 | 2 |
| Arrears Excluding (PP,DP,DR,VC,LA,PB) | £308,840.15 | £360,762.28 | £51,922.13 |
| Number of Properties In Arrears Excluding (PP,DP,DR,VC,LA,PB) | 299 | 422 | 123 |

Summary of Service Charge Arrears Balances

| Amount From | Amount To | Number Of Properties | Percentage |
|--------------------|-------------|----------------------|----------------|
| £350.00 | £400.00 | 23 | 11.86% |
| £400.01 | £500.00 | 37 | 19.07% |
| £500.01 | £600.00 | 22 | 11.34% |
| £600.01 | £700.00 | 36 | 18.56% |
| £700.01 | £800.00 | 25 | 12.89% |
| £800.01 | £900.00 | 10 | 5.15% |
| £900.01 | £1,000.00 | 5 | 2.58% |
| £1,000.01 | £1,500.00 | 8 | 4.12% |
| £1,500.01 | £2,000.00 | 11 | 5.67% |
| £2,000.01 | £3,000.00 | 5 | 2.58% |
| £3,000.01 | £4,000.00 | 5 | 2.58% |
| £4,000.01 | £5,000.00 | 2 | 1.03% |
| £5,000.01 | £6,000.00 | 1 | 0.52% |
| £6,000.01 | £10,000.00 | 3 | 1.55% |
| £10,000.01 | £20,000.00 | 1 | 0.52% |
| £20,000.01 | £30,000.00 | 0 | 0.00% |
| £30,000.01 | £50,000.00 | 0 | 0.00% |
| £50,000.01 | £100,000.00 | 0 | 0.00% |
| Total | | 194 | 100.00% |
| £0.01 | £349.99 | 564 | - |
| Grand Total | | 758 | |

Summary of Major Works Arrears Balances

| Amount From | Amount To | Number Of Properties | Percentage |
|--------------------|-------------|----------------------|----------------|
| £350.00 | £400.00 | 5 | 2.08% |
| £400.01 | £500.00 | 4 | 1.67% |
| £500.01 | £600.00 | 8 | 3.33% |
| £600.01 | £700.00 | 13 | 5.42% |
| £700.01 | £800.00 | 18 | 7.50% |
| £800.01 | £900.00 | 10 | 4.17% |
| £900.01 | £1,000.00 | 15 | 6.25% |
| £1,000.01 | £1,500.00 | 25 | 10.42% |
| £1,500.01 | £2,000.00 | 18 | 7.50% |
| £2,000.01 | £3,000.00 | 34 | 14.17% |
| £3,000.01 | £4,000.00 | 32 | 13.33% |
| £4,000.01 | £5,000.00 | 15 | 6.25% |
| £5,000.01 | £6,000.00 | 6 | 2.50% |
| £6,000.01 | £10,000.00 | 13 | 5.42% |
| £10,000.01 | £20,000.00 | 20 | 8.33% |
| £20,000.01 | £30,000.00 | 4 | 1.67% |
| £30,000.01 | £50,000.00 | 0 | 0.00% |
| £50,000.01 | £100,000.00 | 0 | 0.00% |
| Total | | 240 | 100.00% |
| £0.01 | £349.99 | 46 | - |
| Grand Total | | 286 | |

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED (the "Company")**

| | |
|---|---|
| Open | |
| For Information | |
| Operations Committee Meeting 30th July 2015 | |
| Report title: | Neighbourhood Management Progress Report |
| Authority for decision: | The Committee has been delegated the powers to review, challenge and monitor key performance indicators and benchmarking and make recommendations to the Board. |
| Recommendations: | It is recommended that the Committee note the contents of this report. |
| Regulatory/legal requirements: | None |
| Business Plan link: | That the Committee consider the contents of this report and upon due consideration, make its recommendations (where applicable) to the Board of the Company. |
| Equality Impact Assessment/comment: | N/A |
| Resident consultation: | N/A |
| Resource implications/VFM statement: | None |
| Risk: | Decline in organisational performance could result in a breach of the Company's obligations under its Management Agreement and action from RBKC. |
| Appendices: | None |
| Total number of pages including appendices: | 7 |

| | |
|--|--|
| Name, position and contact details of author: | Teresa Brown Director of Housing tebrown@kctmo.org.uk [REDACTED] |
|--|--|

THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION

June 2015/16

NEIGHBOURHOOD MANAGEMENT PROGRESS REPORT

2. ANTI-SOCIAL BEHAVIOUR (ASB) UPDATE

1. PURPOSE

- 1.1 The purpose of this report is to advise the TMO Board/Committee of progress in key Neighbourhood Management service areas including Anti-Social Behaviour (ASB), Welfare Reform, Rent Income collection, Housing Regeneration Projects and service/project updates for the Year to Date 2015/16 (as of 31st June 2015).

FOR INFORMATION

- 2.1 This Report provides information on ASB reported between 1st April 2015 and 30th June 2015 and the results of the satisfaction surveys responded to in the same period.
- 2.2 The table below shows the number of cases opened YTD, the number closed and the number of live cases.

| Cases | YTD |
|--------------|------------|
| New Cases | 100 |
| Closed Cases | 59 |
| Live Cases | 124 |

- 2.3 A detailed breakdown of the type of new cases reported to the TMO as at 30th June 2015 is shown in the table below;

Anti-Social Behaviour Cases as of 30th June 2015 by Case Type

| | Type of ASB | Number of cases | Percentage of total |
|-----|--------------------------|------------------------|----------------------------|
| 1. | Noise Nuisance | 35 | 31.5% |
| 2. | Harassment | 11 | 9.9% |
| 3. | Drugs | 13 | 11.7% |
| 4. | Environmental nuisance | 25 | 22.5% |
| 5. | Animals | 13 | 11.7% |
| 6. | Youth ASB | 2 | 1.8% |
| 7. | Misuse of communal areas | 5 | 4.5% |
| 8. | Domestic violence | 3 | 2.7% |
| 9. | Filthy and verminous | 0 | 0.0% |
| 10. | Other Criminal Behaviour | 4 | 3.6% |
| 11. | Vehicle Nuisance | 0 | 0% |

| | | | |
|--|--------------|-----|------|
| | Total | 139 | 100% |
|--|--------------|-----|------|

- 2.4 Of the 11 harassment cases noted above, 2 were related to hate crime. We can confirm that the TMO have not carried out any evictions this year due to ASB as we have been able to resolve issue through preventative measures and the use of effective enforcement tools.

Results of Satisfaction Survey as of 30th June 2015

| | Satisfied with being kept up to date | Satisfied with support given | Overall Satisfaction with outcome | Willingness to report in future | |
|-----------------------------------|--------------------------------------|------------------------------|-----------------------------------|---------------------------------|------------------------------|
| Very satisfied | 0 | 1 | 1 | 4 | Very willing |
| Satisfied | 4 | 5 | 4 | 1 | Fairly willing |
| Neither satisfied or dissatisfied | 1 | 0 | 0 | 1 | Neither willing or reluctant |
| Dissatisfied | 2 | 1 | 2 | 1 | Fairly reluctant |
| Very dissatisfied | 0 | 0 | 0 | 0 | Very reluctant |

- 2.5 This Quarter the Neighbourhood Management team have received seven completed surveys of which 71.43% of residents were satisfied with the outcome of the case. The same number of residents would also be very or fairly willing to report ASB in the future.
- 2.6 Some dissatisfaction around being kept up-to-date have been reported which have been looked into further by the Team Leaders.

ASB Actions as of 30th June 2015

Of the 59 closed cases, seven were issued with Notices of Seeking Possession which is the first stage in legal proceedings. Four of these cases are progressing to Court following this, as ASB issues have continued to be reported.

These cases have involved extensive evidence gathering from residents, working with agencies on the ground to tackle the underlying issues and ongoing monitoring from Neighbourhood Teams.

We have also made over 25 referrals to various agencies including the Police, Social Service, Environment Health and Community Mental Health Teams. This is in addition to discussing cases in weekly tasking meetings with the Police and monthly Joint Action Group (JAG) meetings where the TMO refer high-risk cases which require a multi-agency approach.

The Neighbourhood Team in the South were investigating a long standing ASB case. The perpetrator was causing excessive noise nuisance and harassment in the local area. This had a significant impact on local residents and two local businesses. As well as the ASB, the team had concerns regarding the perpetrators own wellbeing. As a result of both of these factors it was decided that the most appropriate cause of action would be to apply for a closure order. This means that should the order be successful the perpetrators home would be closed by the courts for a period of three months.

In June 2015 the application to court was prepared with a view of obtaining a closure order for a period of 3 months whilst we peruse possession proceedings. We did this in partnership with the police, and the Community Safety Team at RBKC. Our application was successful and we were complimented by the courts for the quality of the application. As a result the perpetrator is not allowed access to her home for a period of three months, subject to an extension or possession of the property,

This has had a significant positive impact on the local community.

3. NEIGHBOURHOOD MANAGEMENT UPDATE

Staffing Update

- 3.1 Neighbourhood Management North – Shaney Stevenson joined the organisation as Neighbourhood Officer. Shaney replaces Adebisi Talabi who left the organisation in May 2015.
- 3.2 Neighbourhood Management have successfully recruited a full time Administrator. Daniel Lewis joined the team in April and is supporting both the North and the South Neighbourhood Teams.
- 3.3 Neighbourhood South – June Roberts is temporarily replacing Svetlena Vasile, Neighbourhood Officer who is [REDACTED]

Tenancy Profile visits / Tenancy Checks

- 3.4 In November we started our Tenancy Checks and Profiling visits on our tenanted homes. This is to ensure that the right people are occupying the properties that we manage.

The table below shows the details of the number of profile visits attempted in the first quarter of this year:

| Statistics April – June 2015 | Results |
|---|----------------|
| Number of visits attempted | 371 |
| Number of visits with no access after first visit | 269 |
| % of no access after first visit | 72.51% |
| Number of completed profiling visits | 186 |
| Number of profiling visits completed with tenancy details | 161 |

| | |
|--|--------|
| correct | |
| % of completed visits where tenancy details were correct | 86.56% |

3.5 Of these completed visits this quarter, 25 households required further investigation where there was suspicion of fraudulent activity. Further investigation included:

- 22 referred to CIG
- 1 NoSP Issued
- 2 NTQ's issued

3.6 15 visits required further information to be given to the tenant(s) which is broken down as follows:

- 1 Mutual Exchange information given
- 4 Referral to support agency
- 1 Direct Debit form sent
- 8 Repairs passed to CSC
- 1 Membership form completed

Neighbourhood Support

3.7 RBKC recently reviewed the Housing Support Service they provide to residents in the Borough, both in settled accommodation and those in temporary accommodation. The intention was to provide a cost saving due to a decline in referrals made to the service by external providers.

3.8 The TMO have referred to this service for many years where we have established a level of vulnerability amongst our residents. The TMO have been the second highest referring agency and have provided more referrals than all other registered providers in the Borough combined.

3.9 Following this review, the TMO were able to secure funding for two Neighbourhood Support Officers to provide short-term support to our residents across the borough replacing the service previously offered by the council. This is an excellent opportunity to grow and develop the services we provided to our residents. The main focus of the role is to offer support to households who are not able to manage aspects of their tenancy to prevent homelessness and to assist them to live independently. This may involve helping them to access services that can provide support to deal with such issues as mental health, drug or alcohol issues or physical health needs or disability. Alternatively it may involve arranging a payment plan to assist them to manage their rent account and household income and expenditure. The role will be varied and the level and scale of the intervention will depend on the individuals support needs.

3.10 Both of these posts have been recruited to with affect from 15 June 2015 and are now well established within the Neighbourhood Management structure. Internal referral forms have been produced and further work is being done to create new processes and procedures for this service moving forward. At 30th June 2015 we have had 15 referrals to the

service. We will keep the Operations Committee updated on the progress of this service.

4. RENT INCOME UPDATE

- 4.1 Since April 2015 there have been payment issues with the Agresso Financial System. This has continued throughout the year. There are approximately £70,000 of rent payments made by tenants have not been correctly allocated to rent accounts.
- 4.2 The Council are working with BT, though currently they have not been able to find a resolution to the problem and it is likely that the situation will continue into October 2015.
- 4.3 The lack of certainty about the accuracy of payment records has caused difficulty with chasing outstanding arrears and we have not been able to utilise Rent Sense, the new rent recovery software introduced in March 2015. The Rent Income Team has however continued to issue warning letters to tenants in line with rent recovery procedures to help identify those who have made payments which have not be transferred to their rent account and we are actively liaising with the council to address the issues. Quarterly rent statements have also recently been sent out to residents which have included instructions to contact the Rent Income Team if there were any discrepancies with payments made.
- 4.4 As a consequence of these issues, our collection figure is currently off target by £64,797. The Rent Income Team has seen an increase in the amount of current tenant arrears from £983,629 for the same period last year to £1,089,551 as at the end of June 2015. The percentage of tenants with over 7 weeks arrears as at the end of June 2015 is 4.25% compared to 4.29% for the same period last year.
- 4.5 Overall the Rent Income collection is currently 98.41% compared to 99.33% (as at 31/06/2014). We are behind the projected targets for this period it is suggested that this is due to the missing payments on tenants rent accounts.
- 4.6 We currently have 2 pending evictions due in July valuing £7,810.

5. WELFARE REFORM UPDATE

- 5.1 The table below illustrates the impact of the Social Size Criteria for the TMO. The number of people impacted fluctuates due to changes in circumstances.

| Social Size Criteria | 2014/15 YTD |
|---|--------------------|
| No. Households impacted by Social Size Criteria | 310 |
| No. Transfers | 0 |
| No. Mutual Exchanges | 5 |
| No. Claim now pensionable | 1 |
| No. Deceased | 0 |

| | |
|---|----|
| No. Evictions (Arrears) | 0 |
| No. Other tenancy terminations | 0 |
| No. Household/circumstance change or update | 13 |
| No. No longer claiming Housing Benefit | 14 |

- 5.2 From the table above, a total of 267 residents have been impacted by a 14% reduction in their Housing Benefit amount and a further 43 by a 25% reduction.
- 5.3 KCTMO has 17 households who are affected by the Benefit Cap, currently 10 of whom are in receipt of Discretionary Housing Payment (DHP) which has mitigated the impact on their rent accounts.
- 5.4 YTD, 23.5% of households affected by the Social Size Criteria were in receipt of DHP. Along with the Rent Income Team and Neighbourhood Management Teams, the Welfare Reform Officers continue to work with those affected by the welfare reform changes to mitigate the impact on KCTMO's rent arrears.
- 5.5 The current benefit cap is £25,000 pa for families. In October 2015 the overall Benefit Cap will be limited to £23,000 pa (£442 per week) for families, but there has been no indication of the figure that will be used to cap single claimants. The 17 tenants who currently have their benefit capped will see a further reduction. It is estimated that we will have a further 80 families capped under the criteria.
- 5.6 Our Welfare Officers are working closely with RBKC to ensure that those likely to be effected are contacted early and support is given with regards to getting back into work.

6. HOUSING REGENERATION PROJECTS 2013 – 2014

- 6.1 The 2015/16 HRP bids were reviewed and prioritised at the April Operations Committee.
- 6.2 The following schemes have been successful in gaining funding:
- Brickbarn Close- The project is to replace the existing overgrown hedging with a uniform hedge, and install vehicle gates at the rear of the building, as well as pedestrian gates at the two entrances at the front of the building.
 - Bramley House- Resurfacing of the courtyard at the back of the building as well as installation of kitchen gardens and a summer pavilion which could be used by residents.
 - Chelsea Manor Court – The project is the completion of resurfacing works. Currently half the external hard surface within the estate has been resurfaced with resin bound gravel; this project will see the completion of this work in the remaining tarmacked area.

- Worlds End Estate- The project is the re-glazing of the windows on the ground and first floor lift lobbies in the seven tower blocks, as well as the restoration of the existing entrance doors to the tower blocks.

Consultation sessions with residents of Worlds End Estate, Chelsea Manor Court and Bramley House will be held before the end of July. The consultation session for Brickbarn Close will be held in mid August. All residents will be invited to view the current plans and have the chance to suggest possible additions or minor changes for the scheme before the plans are finalised for tendering.

7 HOUSING REGENERATION PROJECT 2014 - 2015

| Scheme | Description | Progress |
|------------------------|---|--|
| Sir Thomas More | Re-landscaping of central courtyard, which is now complete. The landscaping works including new planting and the installation of gym equipment as well as resurfacing of the existing tarmacked area. | Complete |
| The Sandhills | Re-landscape the courtyard at rear of building, which is now complete. Works have included the installation of planters, a seating area, kitchen gardens and resurfacing of the area. | Complete |
| Tavistock Crescent | Improvements to community garden at the rear of the block, works included installation of planters and kitchen gardens as well as the installation of gates to improve safety within the garden. | Complete |
| Longlands Court | The project was improvements to undercroft, including installation of lighting and repainting of walls and ceiling to brighten the passage | Complete |
| Kensal Resource Centre | Initial plans had been revised, this was to account for the proposed additional entrance which had been planned as part of the community rooms project. | Complete |
| Treverton Clubroom | The project was the refurbishment of the existing clubroom, works had been put on hold due to RBKC consultation events. | Works commenced in mid July and are due to be completed in mid September 2015. |

8. CONCLUSION

8.1 The Committee is asked to note the contents of the report.

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED (the "Company")**

CONFIDENTIAL

For decision

**Operations Committee (the "Committee")
30th July 2015**

| | |
|---|---|
| Report title: | Community Centres Project Up-date |
| Authority for decision: | The Operations Committee has been specifically delegated the authority to consider key strategic issues that affect the operational aspects of the Company including project updates. |
| Recommendations: | <p>It is recommended that the Committee RESOLVE TO:</p> <ul style="list-style-type: none"> (a) agree the principle of reviewing the community centres in tranches; (b) agree that each relevant group is consulted with regard to the minimum lettings standard ; (c) approve the documents in appendices 1- 5; (d) approve the use of the general KCTMO complaints process in respect of the use of the community centres; (e) approve the consideration of a cleaning contract in respect of the community centres; (f) note and comment on the recommended hire charges – appendix 6. |
| Regulatory/legal requirements: | The Committee is required to consider strategic projects undertaken by the Company according to the authority delegated to it by the Board. |
| Business Plan link: | Customers at the heart. Deliver excellent good value services. |
| Equality Impact Assessment/comment: | No adverse effect to any group |
| Resident consultation: | All affected groups (resident, voluntary commercial) |
| Resource implications/VFM statement: | Existing resources |

| | |
|--|---|
| Risk: | Failure to improve the community centres would result in dissatisfaction and loss of revenue. |
| Appendices: | 6 |
| Name, position and contact details of author: | Janet Seward Policy & Improvement Manager [REDACTED] |

COMMUNITY CENTRES PROJECT UP-DATE

1. PURPOSE

- 1.1 The purpose of this report is to up-date the Committee on the Community Centres Project and to seek the Committee's approval to implement the recommendations.

FOR DECISION

2. INTRODUCTION AND BACKGROUND

- 2.1. The Community Centres Project has been discussed at the Resident Engagement Panel (REP) on 15th January and the 9th April with a special meeting to introduce the new hire agreements on 18th March. At the Operations Committee on 30th April, the committee members requested a Fair Access Policy for the Community Centres and it was agreed to hold a separate meeting with members of the committee who wanted to attend. A meeting was held on 1st July 2015 and the Fair Access Policy was considered and it was agreed that it should be put to the full Operations Committee.
- 2.2. The project has been a number of strands:
- a minimum letting standard has been defined for each community centre by an independent surveyor;
 - a suite of documents (agreements and letters) have been drawn-up by the Community Centres Officer (Sharon Baah) in consultation with the Company Secretary and Head of Governance with input from the Policy & Diversity Adviser;
 - the following community centres have been identified as a pilot to trial the documentation:
 - Kensal Resource Centre
 - Henry Dickens Court Community Centre
 - Portobello Court Community Centre
 - Sir Thomas More (Dacre House Community Centre)
 - Pond House
 - Treverton Club Room is also now likely to be in the pilot as it is currently being up-graded;
 - the Community Centres Officer has had meetings with residents on all pilot estates and, where appropriate, discussed their preferences with regard to letting the community centres with particular regard to the type of lettings and the times of opening of the centres;

- the Community Centres Officer has also had meetings with voluntary and commercial groups who use the centres.

3. MINIMUM LETTINGS STANDARD

- 3.1. The Community Centres Officer will agree improvements and the time table with residents' groups in the pilot and with other residents' groups subsequently.

4. DOCUMENTS AND AGREEMENTS

- 4.1. To enable the venues to be formally managed there has to be in place a transparent booking system with clear terms and conditions, to protect both KCTMO and the hirers.
- 4.2. The following management documents for operating the centres have been produced and introduced to the members of the REP at an additional meeting on 18th March (they have also been emailed to all panel members with an email address). The documents were also considered at the Resident Engagement Panel on 9th April. All the agreements have had input from the Company Secretary and Head of Governance and from the Policy & Diversity Adviser.
- 4.3. They are summarised below and are produced in full in appendices 1- 4;

1. Hire Contractual Agreements

This document lists the hirer's responsibilities with regard to the premises. Hire agreements are necessary to reduce the risk associated with the use of the venue. Two separate agreements have been drafted. One is for regular hirers and one is for ad hoc hirers. The reason for having two agreements is that the terms of usage and methods of invoicing differ. The agreements outline the responsibilities of the TMO and the hirer during the hire period. Each premises will have agreed times of hiring approved by the relevant residents' association. Details of payment methods are also described. Agreements from other organisations were benchmarked during this exercise.

(Please view appendices 1a and 1b for the hire agreements)

2. Booking Form

A booking form is to be used with both hire agreements. Together they form the binding contractual agreement for the terms of usage. This ensures that hirers adhere to the terms and conditions of the hire agreement.

(Please view appendices 2a and 2b for booking forms)

3. Residents' Associations Partnership Agreements

This is a contractual agreement to enable Resident Associations to continue to play a role in managing the venue. It clearly outlines and

defines the respective roles and responsibilities of the Residents' Association and KCTMO.

(Please view appendix 3 Resident Association Community Centres management agreement)

4. Feedback Questionnaire

The form has been drafted to capture feedback so that services can be improved to new and current hirers.

(Please view appendices 4a and 4b for feedback questionnaire)

5. Fair Access Policy

This sets out the criteria to be adopted between the Community Centres Officer and the Resident Associations, Compacts and users.

(Please view appendix 5 for the Fair Access Policy)

5. COMPLAINT PROCEDURE

- 5.1. The general KCTMO complaint procedure will be used in cases where hirers wish to make a complaint about any aspect of the usage of the premises. This has three stages and, if a complaint is not resolved, can be referred to Trading Standards rather than the Housing Ombudsman.

6. CLEANING AND MAINTENANCE

- 6.1. Part of the project is devoted to ensuring that the centres are regularly cleaned and inspected to ensure that the buildings are well maintained. Currently, we are still investigating a suitable cleaning contract. As an interim measure we have arranged for OCS to do a weekly clean of the centres that are hired out (at Henry Dickens, Portobello and Kensal Resource Centres).

7. HEALTH AND SAFETY

- 7.1. Health and safety assessments will be arranged to determine the suitability of various activities at each venue.

8. ACCESS

- 8.1. Staff are researching new electronic door entry systems that enable restricted access through programming fobs to open doors at specific dates and times, similar to modern hotel room access.

9. HIRE COST

9.1. The Royal Borough of Kensington & Chelsea have been consulted on the recommended costs. The costs have been amended slightly, by rounding up or down, following a working group meeting of the committee whose recommendation was that they would benefit for being simplified. The recommended costs are attached (appendix 6).

The current charges, where KCTMO staff are responsible for the hire of the centre, are:

- £7.50 + VAT to KCTMO residents
- £12.50 + VAT to non-KCTMO residents and voluntary groups
- £25 + VAT to commercial businesses
- No charge to Residents' Associations
- No charge for Councillors' surgeries
- No charge to KCTMO residents for funeral receptions.

The new charges have been benchmarked with centres in the borough and neighbouring boroughs. They are categorised into three categories according to size. Category 1 has a maximum of 30 (seated) and Category 4, 250 (seated). Private hirers will also be asked to pay a bond of £100, returnable if the conditions of hire have not been breached. The bond will not be cashed unless the conditions have been breached.

The following events are free of charge:

- Councillors' surgeries
- Funeral receptions between 10am to 8pm for KCTMO residents only
- Residents' Association meetings
- Residents' Association community events
- KCTMO residential events/activities
- Free concessionary rate to newly formed voluntary groups (first 6 months)

Children's parties between 12pm to 6pm for children under 10 years old, will be charged at a flat rate of £20 for three hours with a £30 returnable bond. These parties can be held for a maximum of three hours and must end by 6.00pm.

RBKC have been consulted with regard to the hire costs and are happy with them.

10. FUTURE DEVELOPMENTS

10.1. A plan will be drafted and further local consultations will take place at the remaining centres. They will take place in phases prior to each venue being moved into the new operational management system

11. RECOMMENDATION

11.1. The Committee is invited to consider and agree to the recommendations of the first page of this report.

Janet Seward Policy & Improvement Manager 

TERMS AND CONDITIONS FOR ONE-OFF HIRE

These terms and conditions should be considered together with the hire form for the Premises.

1 DEFINITIONS

| | |
|-----------------------|--|
| Bond | means deposit payment made by the Hirer of the agreed amount set out by KCTMO |
| KCTMO | The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited |
| Hirer | means any individual, organisation or body hiring the Premises from KCTMO |
| Premises | means any building, room, apartment or location hired from KCTMO for use by the hirer including the storage, and parking areas |
| Representative | means any employee, agent, or contractor designated by the KCTMO to manage the Premises. |

2 USE OF THE PREMISES

- 2.1 The Premises shall be used for the event as stated on the hire form, which shall not be contrary to the use allowed as set out in Schedule 1.
- 2.2 The Premises shall not be booked or used for any event, meeting or gathering where the theme or subject matter would be, in the opinion of KCTMO, considered to be in conflict with its obligations under the Equality Act 2010, or under any hate crime or general criminal legislation or likely to cause reputational damage to KCTMO or to The Royal Borough of Kensington and Chelsea.

3 HIRER'S RESPONSIBILITIES

- 3.1 The Hirer must be aged 18 and older and in the case of a body corporate organisation or charity, shall be the authorised representative, at the time of booking and must be present at the Premises during the entire time of hire.

Appendix 1a

- 3.2 The Hirer shall be responsible for the Premises and its contents (as supplied by KCTMO), its protection from damage, and supervision of the behaviour of occupants throughout the time of hire.
- 3.3 The Hirer must comply with any instruction from a Representative to reduce noise levels during the time of hire.
- 3.4 The Hirer shall be responsible for ensuring that the meeting or gathering finishes by the agreed time and the Premises returned in the condition that it was handed over to the Hirer.
- 3.5 The Hirer agrees that the booking of the Premises does not include parking facilities. The Hirer shall be responsible for arranging and overseeing parking arrangements for the event.
- 3.6 In the event that the Hirer is unsure of his/her obligations under this paragraph, they shall get the written understanding and consent of the KCTMO no later than **14 days before** the scheduled event, and KCTMO shall reserve the right to request and receive an agenda of the event and information about the speakers and performance(s).

4 KCTMO OBLIGATIONS

4.1 KCTMO will:

- insure the Premises for any third party claims arising from a fault of KCTMO.
- maintain accurate records of bookings in line with the Data Protection Act 1998.
- provide full briefings and information on the Premises which includes
 - health and safety information;
 - fire evacuation procedures;
 - cleaning materials; and
 - operating the heating systems and all other equipment which has been provided by KCTMO.

5 SAFETY OF CHILDREN AND VULNERABLE PEOPLE

- 5.1 Regulated activities (involving either children or vulnerable adults) shall not be undertaken on the Premises by the Hirer without the valid certificates, permits and licences required to undertake the Regulated Activity.
- 5.2 The Hirer must ensure that the:
 - Children's Act 1989 and subsequent legislation;

- Protection of Freedoms Act 2012;
- Safe from Harm (Home Office Code of Practice);
- conditions required by the Office for Standards in Education (OFSTED); and
- requirements of the Local Social Services Department (as appropriate),

are complied with in undertaking a Regulated Activity on the Premises.

- 5.3 KCTMO shall be entitled to refuse or terminate a hire of the Premises for the use of a Regulated Activity in the event that the valid certificates, permits and licences are not produced, upon its request.

6 HOURS AVAILABLE

- 6.1 The Premises shall be available for hire from the agreed start time, within the times stated in Schedule 1 and no later than as notified on the hire form.
- 6.2 The Hirer shall be responsible for ensuring the clear up of the Premises, within the allotted time of hire.
- 6.3 In the event that the Hirer fails to return the Premises to KCTMO within 30 minutes of the end hire period, KCTMO shall be entitled to exercise its discretion to charge the Hirer an amount up to the applicable rate for an hour hire, which shall be deducted from the Bond paid by the Hirer.

7 PAYMENTS OF BOOKING FEES AND ADVANCE PAYMENTS

- 7.1 KCTMO shall accept any of the following payment methods for the full hire fee:
- Banker's draft subject to clause 7.2
 - Postal order subject to clause 7.2
 - BACs transfer subject to clause 7.4
 - Cash subject to clause 7.5
 - Cheques subject to clause 7.3.
- 7.2 Banker's Draft/Postal shall only be accepted at least 2 working days before the hire date and it must be made payable to **KCTMO Ltd.**
- 7.3 Cheque must be payable to **KCTMO Ltd** shall only be accepted at least 7 working days before the hire date, the booking will be pending until the payment has cleared into KCTMO account
- 7.4 For all BACs payment the **invoice number** must be stated on the transfer reference number and receipt of proof of payment must be submitted to the Community Centre Officer.

- 7.5 Cash payments must be made at least 2 working days before the event.
- 7.6 A refundable Bond of **£100** shall be paid at the time of booking by **Banker Draft/Postal Order/Cash** only. No other payment method shall be accepted for the payment of the refundable bond. The only exception to this will be for children's parties as Bond of **£30** would be required.
- 7.7 The Bond shall be refunded to the Hirer within 5 working days of the end of the hire.
- 7.8 KCTMO shall reserve the right to apply the Bond to any penalties imposed in the event of a breach of these terms and conditions.

8 CANCELLATION OF BOOKINGS

- 8.1 At least 5 working days notice must be given by the Hirer, in writing, for the cancellation of a hire without charge.
- 8.2 A cancellation of a hire with less than 5 working days notice shall result in a non- refundable hire fee.
- 8.3 KCTMO reserves the right to cancel bookings or hires subject to these terms and conditions where:
 - (a) Government or emergency services instructions are given at any time for the Premises to be closed.
 - (b) The Hirer commits a breach, or fails to observe or perform any of these terms and conditions of hire.
 - (c) The Hire would prevent the use of the premises for some other purpose which KCTMO deems to be urgent or of overriding priority.
 - (d) KCTMO considers it necessary to carry out emergency repairs to the Premises.
- 8.4 In the event of KCTMO cancelling a hire under section 8.3 (a), (c), and (d) above, KCTMO will either offer free use of the centre for a re-designated time at the Hirer's discretion (subject to availability) or a full refund to the hirer. In the event of KCTMO cancelling a hire under section 8.3 (b), the booking fee will be refunded.

9 SUB-HIRE

- 9.1 The Hirer should not use, or permit the use of the Premises for any other purpose or in a manner other than as specified in their hire form.

- 9.2 The Hirer must not sub-hire the Premises or any part of the Premises to any other persons, without the written consent of KCTMO.

10 CAPACITY

- 10.1 The maximum number of people allowed on the Premises should never be exceeded. The capacity of the Premises shall be as stated in Schedule 1 of this terms and conditions.

11 INSURANCE

- 11.1 The Hirer shall be responsible for insuring against third party claims which may arise in the course of hire of the Premises as a result of the activity, event, or gathering organised by the Hirer on the Premises.
- 11.2 Hirers must ensure their entertainer(s) has appropriate and valid insurances and licenses suitable for the entertainment provided.
- 11.3 Hirers must take full responsibility for securing such appropriate insurance required to cover injury, theft or damage to property belonging to themselves, KCTMO or members of the public on the Premises during the time of hire. In addition, the insurances shall cover death or injury of a person on the Premises during the time of hire except such as may have occurred due to the gross negligence of KCTMO or its representative.
- 11.4 KCTMO cannot accept responsibility for damage to, or the loss or theft of, property and effects occurring at the Premises during the time of hire.

12 NOISE AND NUISANCE

- 12.1 The Premises is not licensed for public music, and public dancing performances and plays.
- 12.2 The standalone building Premises can have private music, dancing and performance plays subject to section 10.1 above.
- 12.3 Sound systems, Public Address systems, speakers or amplifiers are not allowed to be used outside of the Premises.
- 12.4 Equipment may be confiscated by Royal Borough of Kensington & Chelsea Council if the noise levels are deemed by them to be a nuisance.
- 12.5 In the event of a complaint to the Royal Borough of Kensington & Chelsea due to excessive noise of the Hirer's meeting or gathering, the bond may be retained in order to offset any fines imposed on KCTMO as a result of the complaint made against the Hirer.

13 HEALTH & SAFETY REQUIREMENTS

- 13.1 Obstructions must not be placed in gangways or exits on the Premises.
- 13.2 Fire-fighting equipment must be kept in its proper place and only used for the intended purpose.
- 13.3 The fire service must be called to any outbreak of fire and the representative must be informed as soon as possible.
- 13.4 Hirers must familiarise themselves with the Premises' fire action and evacuation procedure which are written on all access and exit points in the Premises.
- 13.5 Hirers must ensure children do not interfere with fire equipment or falsely activate fire points as false call outs activation maybe chargeable.
- 13.6 Highly flammable substances should not be brought into or used in any part of the premises.
- 13.7 No unauthorised heating appliances may be used in the Premises.
- 13.8 The Representative must be informed of any accident or injury which occurs on the Premises during the hire period. The Hirer shall be expected to complete an entry into the accident/incident book and to report all accidents.
- 13.9 The Hirer is responsible for arranging any first aid provision whilst on the Premises.
- 13.10 KCTMO accepts no liability for any claim or cost arising from any equipment introduced to the Premises by the hirer.
- 13.11 No ball games are allowed in the premises.
- 13.12 No portable gas cylinders or barbecues are to be used around the Premises.
- 13.13 Bouncy castles or other inflatable are not allowed to be used in or around the Premises unless agreed in writing with KCTMO.
- 13.14 Fireworks are not allowed in or around the Premises.
- 13.15 No naked flames or candles are allowed to be used at the Premises.
- 13.16 Children must be supervised at all times.

14 CLEANING AND SECURITY

- 14.1 At the end of the event, the Hirer shall be responsible for:

- Clearing away all rubbish, food, equipment etc.
- Removing all decorations, white/ blu-tack etc.
- Wiping and mopping up all spillages
- Returning furniture to its original position
- Collecting and removing all rubbish from outside areas
- Including rubbish thrown in neighbouring premises
- Sweeping and mopping all floor areas.
- Closing all windows and doors, locking where applicable

14.2 The Hirer will be charged for the full cost of any additional cleaning required at £10 per hour rate which shall be deducted from the Bond payment.

15 DAMAGE TO PREMISES

15.1 The full of cost of any repair or replacement that arises as a result of the hire of the Premises will be chargeable to the Hirer. If the cost exceeds the sum of the Bond, the hirer will be required to pay the outstanding amount.

16 LEGAL REQUIREMENTS

16.1 The Premises are not registered as food Premises and it is the Hirer's responsibility to ensure that food and drinks served on the Premises are prepared under conditions that satisfy all relevant legislation.

16.2 KCTMO accepts no liability for any illness or death resulting from contaminated food.

16.3 The Premises are not licensed for the performance of live or recorded copyright music or other regulated entertainment within the meaning of the Licensing Act 2003.

16.4 It is the responsibility for Hirers to check if they require licensing in respect of their meeting or gathering or from the Performing Rights Society and Phonographic Performance Ltd.

16.5 Entertainment incidental to other activities such as wedding, funerals and small family parties are exempt from licensing laws.

16.6 The Premises are not licensed for any form of gambling.

16.7 The Premises are not licensed in any form for the sale of alcohol or liquors, and no alcohol shall be sold on the Premises.

16.8 It is not permitted to possess or consume any illegal drugs or substances on the Premises.

Appendix 1a

- 16.9 The Hirer shall ensure that visitors do not undertake any illegal activities within and on the Premises.
- 16.10 The Hirer shall ensure that smokers use the designated smoking areas.
- 16.11 The Hirer is responsible for compliance with all statutory regulations and enactments relating directly or indirectly to the activity/event for which they are hiring the Premises.
- 16.12 KCTMO accepts no liability for any penalties, damages or costs which may be incurred in consequence of any breach default in complying with any statutory provisions, regulations or conditions.

DRAFT

SCHEDULE 1

Kensington Places

| Community Premises Name | Maximum Number of People | Hire availability day | Opening times | Closing times | Event/Activity Type suitability |
|-------------------------|--------------------------|--|--|--|---|
| West Row Centre | 20 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings only |
| Edenham Centre | 30 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings only Small children's party |
| Kensal House Centre | 30 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings only |
| Trellick Tower Centre | 30 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings only Small children's party |
| Kensal Resource Centre | 60 | Monday to Sunday | 9am | 11pm | Meetings and parties |
| Portobello Centre | 60 | Monday to Saturday | 9am | 11pm | Meetings and parties |
| Swinbrook Centre | 60 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings |
| Lowerwood Court Centre | 60 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings |
| Henry Dickens Centre | 100 | Monday to Sunday | 9am | 11pm | Meetings and Parties |
| Treverton Tower Centre | 100 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings and Parties |

Chelsea Places

| Community Premises | Maximum Number of People | Hire availability days | Opening Times | Closing Times | Event/Activity type suitability |
|---------------------------|--------------------------|--|--|--|-------------------------------------|
| John Keys Resource Centre | 30 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings and small children's party |
| Dacre House Centre | 30 | Monday to Sunday | 9am | 9pm | Meetings/ small Children's parties |
| World's End Centre | 200 | To be agreed with Resident Association | To be agreed with Resident Association | To be agreed with Resident Association | Meetings and parties |

TERMS & CONDITIONS RECURRING USERS

These terms & conditions should be considered together with the Hire Form for the Premises.

1 DEFINITIONS

| | |
|------------------------|---|
| Additional Hire | Hire booking for periods outside of the recurring use bookings |
| KCTMO | The Royal Borough of Kensington and Chelsea Tenant Management Organisation Limited. |
| Premises | means any building, room, apartment or location hired from KCTMO for use by the Recurring User including storage, and parking areas. |
| Recurring User | means any individual, organisation or body hiring the Premises from KCTMO for series of hire dates or period whether on a daily, weekly or monthly basis. |
| Representative | means any employee, agent, or contractor designated by the KCTMO to manage the Premises. |

2 USE OF THE PREMISES AND RECURRING USER'S RESPONSIBILITIES

- 2.1 The Premises shall be used for the event as stated on the hire form, which shall not be contrary to the use allowed as set out in Schedule 1.
- 2.2 The Premises shall not be booked or used for any event, meeting or gathering where the theme or subject matter would be, in the opinion of KCTMO, considered to be in conflict with its obligations under the Equality Act 2010, or under any hate crime or general criminal legislation or likely to cause reputational damage to KCTMO or to The Royal Borough of Kensington and Chelsea.

3 RECURRING USERS RESPONSIBILITY

- 3.1 The Recurring User must be aged 18 or older and in the case of a body corporate organisation or charity, shall be the authorised representative, at the time of booking and must be present at the Premises during the entire time of hire.
- 3.2 The Recurring User shall be responsible for the Premises and its contents (as supplied by KCTMO), its protection from damage, and the supervision of the behaviour of occupants throughout the time of hire.
- 3.3 The Recurring User must comply with any instruction from a Representative to reduce noise levels during the time of hire.

Appendix 1b

- 3.4 The Recurring User shall be responsible for ensuring that the meeting or gathering finishes by the agreed time and the Premises returned to KCTMO in the condition that it was handed over to the Recurring User.
- 3.5 The Recurring User agrees that the booking of the Premises does not include parking facilities. The Recurring User shall be responsible for arranging and overseeing parking arrangements for the event.
- 3.6 In the event that the Recurring User is unsure of his/her obligations under this agreement, they shall get the written understanding and consent of the KCTMO no later than **14 days before** the event, and KCTMO shall reserve the right to request and receive an agenda of the event and information about any speakers and performance(s).

4 KCTMO OBLIGATIONS

4.1 KCTMO will:

- insure the Premises for any third party claims arising from a fault of KCTMO.
- maintain accurate records of bookings in line with the Data Protection Act 1998.
- provide full briefings and information on the Premises which includes
 - health and safety information;
 - fire evacuation procedures;
 - cleaning materials; and
 - operating the heating systems and all other equipment which has been provided by KCTMO.

5 SAFETY OF CHILDREN AND VULNERABLE PEOPLE

- 5.1 Regulated activities (involving either children or vulnerable adults) shall not be undertaken on the Premises by the Hirer without the valid certificates, permits and licences required to undertake the Regulated Activity.
- 5.2 The Recurring User must ensure that the:
 - Children's Act 1989 and subsequent legislation;
 - Protection of Freedoms Act 2012;
 - Safe from Harm (Home Office Code of Practice);
 - conditions required by the Office for Standards in Education (OFSTED); and
 - requirements of the Local Social Services Department (as appropriate), are complied with in undertaking a Regulated Activity on the Premises.

Appendix 1b

- 5.3 KCTMO shall be entitled to refuse or terminate a hire of the Premises for the use of a Regulated Activity in the event that the valid certificates, permits and licences are not produced, upon its request.

6 HOURS AVAILABLE

- 6.1 The Premises shall be available for hire from the agreed start time, within the times stated in Schedule 1 and no later than as notified on the hire form.
- 6.2 The Recurring User shall be responsible for ensuring the clear up of the Premises, within the allotted time of hire.
- 6.3 In the event that the Recurring User fails to return the Premises to KCTMO within 30 minutes of the end hire period, KCTMO shall be entitled to exercise its discretion to charge the Recurring User an amount up to the applicable rate for an hour hire, which shall be added to the invoice.

7 PAYMENTS OF BOOKING FEES AND ADVANCE PAYMENTS

- 7.1 KCTMO shall accept any of the following payment methods for the full hire fee:
- Banker's draft subject to clause 7.2
 - Postal order subject to clause 7.2
 - BACs transfer subject to clause 7.3
 - Cash subject to clause 7.2
 - Cheques subject to clause 7.2
- 7.2 Payments by Recurring Users must be made at least 28 working days before the start of the first actual hire.
- 7.3 For all BACs payment the **invoice number** must be stated on the transfer reference number and receipt of proof of payment must be submitted to the Community Centre Officer.

8 CANCELLATION OF BOOKINGS

- 8.1 At least 28 working days notice must be given by the Recurring Hirer in writing, for the cancellation of the hire arrangement.
- 8.2 The effective date of the cancellation shall not fall before the end of the 28 working days notice period.
- 8.3 KCTMO shall not refund the hire fees paid where the cancellation falls within the 28 working days notice period.
- 8.4 For an Additional hire 5 working days notice must be given in writing, for the cancellation of the hire without charge.

- 8.5 KCTMO reserves the right to cancel bookings or hires subject to these terms and conditions where:
- (a) Government or emergency services instructions are given at any time for the Premises to be closed.
 - (b) The Recurring User commits a breach, or fails to observe or perform any of these terms and conditions of hire.
 - (c) The hire would prevent the use of the Premises for some other purpose which KCTMO deems to be urgent or of overriding priority.
 - (d) KCTMO considers it necessary to carry out emergency repairs to the Premises.
- 8.6 In the event of KCTMO cancelling a hire under section 8.5 (a), (c), and (d) above, KCTMO will either offer free use of the centre for a re-designated time at the Recurring User's discretion (subject to availability) or a full refund to the Recurring User. In the event of KCTMO cancelling a hire under section 8.5 (b), the booking fee will be refunded.

9 SUB-HIRE

- 9.1 The Recurring User should not use, or permit the use of Premises hired for any other purpose or in a manner other than as specified in their hire form.
- 9.2 The Recurring User must not sub-hire all or any part of the Premises to any other persons, without the written consent of KCTMO.

10 CAPACITY

- 10.1 The maximum number of people allowed on the Premises should never be exceeded. The capacity of the Premises shall be as stated in Schedule 1 of this terms and conditions.

11 INSURANCE

- 11.1 The Recurring User shall be responsible for insuring against third party claims which may arise in the course of hire of the Premises as a result of the activity, event, or gathering organised by the Recurring User whilst using the Premises.
- 11.2 Recurring Users must ensure any entertainer has appropriate and valid insurances and licenses suitable for the entertainment provided.
- 11.3 Recurring Users must take full responsibility for securing such appropriate insurance required to cover injury, theft or damage to property belonging to themselves, KCTMO or members of the public on the Premises during the time of hire. In addition, the insurances shall cover death or injury of a person on the

Appendix 1b

Premises during the time of hire except such as may have occurred due to the gross negligence of KCTMO or its representative.

- 11.4 KCTMO cannot accept responsibility for damage to, or the loss or theft of, property and effects occurring at the Premises during the time of hire.

12 NOISE AND NUISANCE

- 12.1 The Premises is not licensed for public music, and public dancing performances and plays.
- 12.2 The standalone building Premises can have private music, dancing and performance plays subject to section 10.1 above.
- 12.3 Sound systems, Public Address systems, speakers or amplifiers are not allowed to be used outside of the Premises.
- 12.4 Equipment may be confiscated by Royal Borough of Kensington and Chelsea Council if the noise levels are deemed by them to be a nuisance.
- 12.5 In the event of a complaint to the Royal Borough of Kensington and Chelsea due to excessive noise of the Recurring User's meeting or gathering, an additional charge maybe made on the invoice in order to offset any fines imposed on KCTMO as a result of the complaint made against the Recurring User.

13 HEALTH & SAFETY REQUIREMENTS

- 13.1 Obstructions must not be placed in gangways or exits on the Premises.
- 13.2 Fire-fighting equipment must be kept in its proper place and only used for the intended purpose.
- 13.3 The fire service must be called to any outbreak of fire and the representative must be informed as soon as possible.
- 13.4 Recurring Users must familiarise themselves with the Premises' fire action and evacuation procedure which are written on all access and exit points in the Premises.
- 13.5 Recurring Users must ensure children do not interfere with fire equipment or falsely activate fire points as false call outs maybe chargeable.
- 13.6 Highly flammable substances should not be brought into or used in any part of the Premises.
- 13.7 No unauthorised heating appliances may be used in the Premises.

Appendix 1b

- 13.8 The Representative must be informed of any accident or injury which occurs on the Premises during the hire period. The Recurring User shall be expected to complete an entry into the accident/incident book and to report all accidents.
- 13.9 The Recurring User is responsible for arranging any first aid provision whilst on the Premises.
- 13.10 KCTMO accepts no liability for any claim or cost arising from any equipment introduced to the Premises by the Recurring User.
- 13.11 No ball games are allowed in the Premises.
- 13.12 No portable gas cylinders or barbecues are to be used in or around the Premises.
- 13.13 Bouncy castles or other inflatable are not allowed to be used in or around the Premises unless agreed in writing with KCTMO.
- 13.14 Fireworks are not allowed in or around the Premises.
- 13.15 No naked flames or candles are allowed to be used at the Premises.
- 13.16 Children must be supervised at all times.

14 CLEANING AND SECURITY

- 14.1 At the end of the event, the Recurring User shall be responsible for:
 - Clearing away all rubbish, food, equipment etc.
 - Removing all decorations, white/blu-tack etc.
 - Wiping and mopping up all spillages
 - Returning furniture to its original position
 - Collecting and removing all rubbish from outside areas
 - Including rubbish thrown in neighbouring Premises
 - Sweeping and mopping all floor areas
 - Closing all windows and doors, locking where applicable
- 14.2 The Recurring User will be charged for the full cost of any additional cleaning required at £xx per hour rate which will be added to the booking fee or invoice.

15 STORAGE

- 15.1 Recurring Users may be entitled to a secure area of storage and all items left on the Premises between sessions shall be stored in this area.
- 15.2 When a Recurring User gives notice of termination of the use of the Premises, all items must be removed from the storage area. KCTMO shall be entitled to dispose of any items left in the storage area after the Premises have been vacated upon termination.

16 DAMAGE TO PREMISES

- 16.1 The full of cost of any repair or replacement that arises as a result of the hire of the Premises will be chargeable to the Recurring User. If the costs exceed the booking fee which shall be the entire amount payable for the series of hire date, the Recurring User will be required to pay the outstanding amount.

17 LEGAL REQUIREMENTS

- 17.1 The Premises are not registered as food Premises and it is the Recurring User's responsibility to ensure that food and drinks served on the Premises are prepared under conditions that satisfy all relevant legislation.
- 17.2 KCTMO accepts no liability for any illness or death resulting from contaminated food.
- 17.3 The Premises are not licensed for the performance of live or recorded copyright music or other regulated entertainment within the meaning of the Licensing Act 2003.
- 17.4 It is the responsibility for Recurring Users to check if they require licensing in respect of their meeting or gathering or from the Performing Rights Society and Phonographic Performance Ltd.
- 17.5 Entertainment incidental to other activities such as wedding, funerals and small family parties are exempt from licensing laws.
- 17.6 The Premises are not licensed for any form of gambling.
- 17.7 The Premises are not licensed in any form for the sale of alcohol or liquors, and no alcohol shall be sold on the Premises.
- 17.8 It is not permitted to possess or consume any illegal drugs or substances on the Premises.
- 17.9 The Recurring User shall ensure that visitors do not undertake any illegal activities within and on the Premises.
- 17.10 The Recurring User shall ensure that smokers use the designated smoking areas.
- 17.11 The Recurring User is responsible for compliance with all statutory regulations and enactments relating directly or indirectly to the activity/event for which they are hiring the Premises.
- 17.12 KCTMO accepts no liability for any penalties, damages or costs which may be incurred in consequence of any breach default in complying with any statutory provisions, regulations or conditions.

SCHEDULE 1

Kensington Places

| Community Premises Name | Maximum Number of People | Hire availability day | Opening times | Closing times | Event/Activity Type suitability |
|-------------------------|--------------------------|--|--|--|--|
| West Row Centre | 20 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | Meetings only |
| Edenham Centre | 30 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | Meetings only Small children's parties |
| Kensal House Centre | 30 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | Meetings only |
| Trellick Tower Centre | 30 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | Meetings and Small children's parties |
| Kensal Resource Centre | 60 | Monday to Sunday | 9am | 11pm | Meetings and parties |
| Portobello Centre | 60 | Monday to Saturday | 9am | 11pm | Meetings and parties |
| Swinbrook Centre | 60 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association |
| Lowerwood Court Centre | 60 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association |
| Henry Dickens Centre | 100 | Monday to Sunday | 9am | 11pm | Meetings and Parties |
| Treverton Centre | 100 | Monday to Sunday | 9am | 11pm | Meetings and Parties |

Chelsea Places

| Community Premises | Maximum Number of People | Hire availability days | Opening Times | Closing Times | Event/Activity type suitability |
|---------------------------|--------------------------|--|--|--|---------------------------------------|
| John Keys Resource Centre | 30 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | Meetings and small children's parties |
| Dacre House Centre | 30 | Monday to Sunday | 9am | 9pm | Meetings/ small children's parties |
| World's End Centre | 200 | To be agreed with the Resident Association | To be agreed with the Resident Association | To be agreed with the Resident Association | Meetings and parties |

DRAFT

One Off Hire Booking Form Appendix 2a

TMO use only

Booking reference
number: _____

Contact details

Full name: _____

Organisation (if applicable): _____

Address: _____

Postcode: _____

Telephone number: _____ Mobile: _____

Email: _____

Purpose of hiring: _____

Is this a regulated activity: Yes ☐ No ☐

If Yes please provide more details: _____

Are you a KCTMO Resident? Yes ☐ No ☐

If applicable please indicate type of organisation:

Voluntary/Charity ☐ Commercial ☐

Please select which centre you want to hire? (please select one)

Kensington Places

Kensal Resource Centre ☐

Trellick Tower Centre ☐

Henry Dickens Centre ☐

Edenham Way Centre ☐

Portobello Centre ☐

Kensal House Centre ☐

Lowerwood Court Centre ☐

West Row Centre ☐

Swinbrook Centre ☐

Treverton Centre ☐

Chelsea Places

Worlds End Centre ☐ Sir Thomas More Community Centre ☐ John Keys Resource Centre ☐



Date of hire: _____

Start time: _____

Finish time: _____

Total hire hours: _____

Please select which equipment (if any) is required?

Wi-Fi ☐

Flip chart ☐

Other please specify ☐

TMO use only

Hiring fee

Total hire hours: _____ @ £ _____ per hour

Total hire price: £ _____ plus VAT

Name: _____ Signature: _____

I agree that:

1. I am aware that I shall bear the responsibility for arranging the necessary insurance cover for the activity or activities I am organising at the premises.
2. I will inform the Community Centres Officer if any details of my proposed hire detailed in this form alters in any way, at least 48 hours before the date of the event. I will be responsible for ensuring that I receive confirmation of the approval to the alteration at least 24 hours before the event.
3. Payment shall be made in accordance with the hire agreement for the Premises.
4. in the event that the KCTMO does not receive payment for the hire in accordance with condition 3 above, the booking will be cancelled.
5. The premises shall be returned to the KCTMO in the same state of hire including but not limited to:
 - all furniture returned to its original position.
 - all rubbish placed in bags and put in wheelie bins.
 - all toilets left clean and tidy.
 - all floors swept and mopped.
 - all washing-up done and cleared away.
 - all kitchen equipment cleaned if used.
 - All windows and doors closed, locking where applicable

See Over



6. The premises and the outside areas shall be vacated at the agreed time as stated on this form.
7. In the event that the Premises are not vacated at the agreed time as stated on this form, the KCTMO retains the discretion to issue an additional invoice for the period of time spent on the premises over the agreed time.
8. If these conditions are not kept KCTMO retains the discretion to refuse to grant use of the premises to me in the future. If these conditions are not met or kept, my bond will be forfeited.
9. I am over 18 years of age.

I confirm that I have received, read and understood the terms and conditions of hire, and agree to abide and be bound by them.

Signature: _____

Print name _____

Date: _____

Name of KCTMO representative: _____

Signature: _____ Date: _____

See over



Notes

1. Separate payments must be made for the hire fee and bond payment .
2. Refundable Bond Payment £100.00 and £30 Bond for children's party.
3. Bankers Draft/Postal Order/ cheques should be made payable to **KCTMO Ltd.**
4. The invoice reference number/Debtor ID must be stated on the BACs Payment.
5. Payments made by cheques/postal order/ bankers draft/BACs payment receipt must be sent to the **Community Centres Officer, KCTMO, Network Hub, Unit A, 292 Kensal Road, London, W10 5BE.**



Recurring Hire Booking Form Appendix2b

TMO use only

Booking reference

Number: _____

Contact details

Full name: _____

Organisation (if applicable): _____

Address: _____

Postcode: _____

Telephone number: _____ Mobile: _____

Email: _____

Website: _____

Purpose of hire: _____

Is this a regulated activity: Yes ☐ No ☐

If Yes please provide more details: _____

If applicable please indicate type of organisation:

Voluntary/Charity ☐ Commercial ☐

Is the organisation a registered member of Kensington and Chelsea Social Council?

Yes ☐ No ☐

Please select which centre you are wanting to hire? (please select one)

Kensington Places

| | | | |
|------------------------|--------------------------|-----------------------|--------------------------|
| Kensal Resource Centre | <input type="checkbox"/> | Trellick Tower Centre | <input type="checkbox"/> |
| Henry Dickens Centre | <input type="checkbox"/> | Edenham Centre | <input type="checkbox"/> |
| Portobello Centre | <input type="checkbox"/> | Kensal House Centre | <input type="checkbox"/> |
| Lowerwood Court Centre | <input type="checkbox"/> | West Row Centre | <input type="checkbox"/> |
| Swinbook Centre | <input type="checkbox"/> | Treverton Centre | <input type="checkbox"/> |

Chelsea Places

World's End Centre ☐ Sir Thomas More Community Centre ☐ John Keys Resource Centre ☐

See over



Dates/days: _____

Start time: _____ Finish time: _____

Please select which equipment (if any) is required?

Wi-Fi ☐

Flip chart ☐

Other (please specify) ☐

TMO use only

Hiring fee

Total hire hours: _____ @ £_____ per hour

Total hire price: £_____ plus VAT

Name: _____ Signature: _____

I agree that:

1. I am aware that I shall bear the responsibility for arranging the necessary insurance cover for the activity or activities I am organising at the centre of hire.
2. I will inform the Community Centres Officer if any details of my proposed hire detailed in this form alters in any way at least 48 hours before the date of the event. I will be responsible for ensuring that I obtain the approval to this alteration at least 24 hours before the event.
3. Payment shall be made in accordance with the hire agreement of the Premises.
4. In the event that the KCTMO does not receive payment for the hire by the date started in condition 3 above, the booking will be cancelled.
5. I am aware that I must keep up with the subsequent monthly invoice payment.
6. The Premises shall be returned to the KCTMO in the same state of hire including, but not limited to the following:
 - all furniture returned to its original position.
 - all rubbish placed in bags and put in wheelie bins.
 - all toilets left clean and tidy.
 - all floors swept and mopped.
 - all washing-up done and cleared away.
 - all kitchen equipment cleaned if used.
 - All windows and doors closed, locking where applicable.

See over



6. The Premises and the outside areas shall be vacated at the agreed time as stated on this form.
7. In the event that the Premises is not vacated at the agreed time as stated on this form, KCTMO retains the discretion to issue an additional invoice for the period of time spent on the premises over the agreed time.
8. If these conditions are not kept KCTMO retains the discretion to refuse to grant use of the Premises to me in the future. If these conditions are not met or kept, my advanced payment will be forfeited.
9. I am over 18 years of age and I am the authorised representative of the Recurring User.

I confirm that I have received, read and understood the terms and conditions of hire and agree to abide and be bound by them.

Signature: _____ Date: _____

Print name: _____

Name of KCTMO Representative: _____

Signature: _____ Date: _____

See over



Notes

1. The schedule of fees for rooms are available on request.
2. Please note **Bankers Draft/Postal Order/Cheques** should be made payable to **KCTMO Ltd.**
3. Payment must be made out for the hire one month in advance of the first hire date.
4. The invoice reference number/Debtor ID must be stated on the BACs Payment.
5. Payments made by cheques/postal order/ bankers draft/BACs payment receipt must be sent to the **Community Centres Officer, KCTMO, Network Hub, Unit A, 292 Kensal Road, London, W10 5BE.**



RESIDENT ASSOCIATION COMMUNITY ROOM MANAGEMENT AGREEMENT

This **AGREEMENT** is made on _____

Between

- (1) **THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA TENANT MANAGEMENT ORGANISATION LIMITED ("KCTMO")** of 292A Kensal Road, London, W10 5BE; and
- (2) [RA Name] ("**RA**")

PREAMBLE

- (A) The Royal Borough of Kensington and Chelsea ("**RBKC**") holds the title, rights, and benefits of the Premises, and has delegated the responsibility of operating, maintaining and managing the Premises to KCTMO on its behalf.
- (B) The roles and responsibilities set out in this Agreement shall be the basis of a partnership between KCTMO and the RA in managing the Premises.
- (C) The Residents' Association is responsible for the day-to-day management of the [name of community centre] (the "**Premises**"), under the direction and with the support of KCTMO.

1 USE OF THE PREMISES

- 1.1 The RA shall have the duty of ensuring that the Premises is available for the social, recreational, educational and economic needs of the local community and to the voluntary sector, particularly for KCTMO residents.

2 ENQUIRIES AND BOOKINGS

- 2.1 The RA shall be responsible for:
 - a) accepting all bookings in accordance with standard KCTMO hire agreements;

Appendix 3

- b) ensuring that all hirers sign a hire agreement and pay for the hire of the Premises before being allowed to use the Premises;
- c) recording and answering or escalating all enquiries that are made directly to them;
- d) ensuring that enquiring customers receive the booking information pack;
- e) referring a potential hirer to the Community Centre Officer or informing the Community Centre Officer, in the event that the Premises is unsuitable for an event, to enable the potential hirer to access to another KCTMO Premises;
- f) informing the Community Centre Officer of all confirmed bookings and present the Community Centre Officer with a copy of the complete booking form and duly signed hire agreement;
- g) maintaining the booking calendar for the Premises;
- h) ensuring that the potential hirer understand the terms of the hire agreement;
- i) ensuring that hirers abide by the terms and conditions of hire as set by KCTMO;
- j) inform the Community Centre Officer of any breaches of the terms and conditions of the hire agreement by a hirer;
- k) organising the viewing of the Premises, and shall provide the health and safety fire evacuation procedure to hirers at the viewing stage prior to the start date of the booking period;
- l) ensuring that all sums and amounts due and payable for the hire of the Premises are made as set out in this agreement; and
- m) storing all personal information collected in relation to the booking and operation of the Premises in accordance with the KCTMO Data Protection Policy (Appendix 1).
- n) KCTMO will not be liable for any claims resulting from the breach of the Data Protection Act in the event that information is not kept in accordance with the policy. KCTMO officers shall have the right to inspect the information regularly.

2.2 KCTMO shall be responsible for:

- (a) providing the terms of hire and updating them with any relevant changes from time to time; and
- (b) all repairs and maintenance of the Premises as reported to the Community Centre Officer.

Appendix 3

3 PAYMENTS

- 3.1 All payments by cash or postal order, for the use of the clubroom shall be made by the hirer to the Community Centre Officer (or paid over by the RA to the Community Centre Officer), who will shall ensure that the payments are handed to KCTMO's Finance Department.
- 3.2 All payments for the use of the clubroom, by bank transfers shall be made directly to the KCTMO bank account, the details of which shall be provided by the Community Centre Officer.
- 3.3 Any forfeited bond payment shall be handed over to the Community Centre Officer who will be responsible for submission to KCTMO's Finance Department.

4 HEALTH AND SAFETY

- 4.1 Any defects, repairs, outstanding inspections, under-maintenance, or health and safety issues shall be reported to the Community Centre Officer immediately.
- 4.2 The RA shall keep informed KCTMO of any accidents, injuries, or damage occurring at the Premises, as soon as possible, and will keep and maintain an accident/incident book.

5 REPAIRS AND MAINTENANCE

- 5.1 The RA shall not make any changes and/or improvements to the fixtures and fittings of the building without authorisation by KCTMO.
- 5.2 The RA shall not make any changes to the utility supply or any meter equipment for the Premises.
- 5.3 All refurbishment, upgrades or repair works at the Premises shall be the responsibility of KCTMO. RA is not to authorised or undertake or perform any such works at the Premises.

6 SECURITY

- 6.1 The RA shall ensure that the Premises is always locked and secure when not in use.
- 6.2 The RA shall ensure that keys to the Premises are not handed to hirers, and are held only by the RA through its authorised representatives.

Appendix 3

- 6.3 KCTMO shall provide an inventory of the contents of the Premises to the RA who shall be responsible for ensuring that no items are removed without KCTMO permission and will report any missing items to KCTMO as soon as the loss is discovered.

7 ACCESS

- 7.1 KCTMO shall retain the right to hold the master keys to the Premises and have access to the Premises at all times.
- 7.2 KCTMO contractors shall be permitted to have access to the Premises, by the RA or the Community Centre Officer, to carry out necessary repairs or maintenance works to the Premises.
- 7.3 The RA shall grant access to the cleaning contractor to carry out regular cleaning of the Premises.

8 DISTURBANCE

- 8.1 The Premises shall only be available for hire between the hours of 8.00am to 9.00pm.
- 8.2 The RA shall be responsible for ensuring that the activities at the Premises do not cause a disturbance to the local residents and that any infringements are appropriately addressed.

9 COMPLAINTS

- 9.1 The RA shall refer any hire complaints to the Community Centre Officer who will ensure that such complaint is dealt with under the KCTMO complaints procedure.

10 INSURANCE

- 10.1 KCTMO shall ensure that the Premises is adequately insured for buildings and public liability cover.
- 10.2 The RA will ensure that hirers are informed of the responsibility of acquiring the necessary insurance required to cover their hiring activities.

Appendix 3

11 REPORTING

- 11.1 The RA shall maintain a log of all bookings at the Premises and shall provide a copy of logged bookings on a quarterly basis to the Community Centres Officer.
- 11.2 The RA shall use the KCTMO designated booking and customer feedback forms which shall be made available on the request of the Community Centres Officer

12 SUPPORT

- 12.1 KCTMO shall offer support and training to the RA as may be required for the purposes of its responsibilities under this Agreement, upon consultation between the Community Centres Officer and the RA.

13 TERMINATION

- 13.1 This Agreement shall terminate in the event that :
- a) the RA is no longer recognised by RBKC;
 - b) there is no longer any individual designated and authorised by the RA to operate the Premises and/or the terms of this Agreement and the keys have to be handed over to the Community Centres Officer.
 - c) The RA persistently fails to comply with the terms of this Agreement, and refuses to address any breaches raised by the Community Centre Officer within a reasonable period of time; or
 - d) The RA gives 4 weeks prior written notice to the other party, of its intention to terminate the Agreement.
 - e) In the event this agreement is terminated the keys for the Premises shall be returned to KCTMO and where KCTMO shall be entitled to enforce its management right to take possession of the Premises.

14 REVIEW

- 14.1 This Agreement shall commence on the earlier of the date on which the keys of the Premises are being held and monitored by the RA and the date on the first page of this Agreement.
- 14.2 KCTMO reserves the right to review this Agreement periodically and present proposals for amendment to a meeting of KCTMO officers and representatives from the R A.

Appendix 3

15 VARIATION

- 15.1 This Agreement may be modified or amended only by written notice from KCTMO to the RA and consent by the RA which shall not be unreasonably withheld. In the event that the consent of the RA is not received on an amendment that is required to rectify a provision that has a detrimental effect on KCTMO and its business, such consent shall be taken as implicitly granted for the purposes of this clause and the non-receipt of consent shall not invalid the terms of this Agreement and the amendment.

16 DISPUTES

- 16.1 In the event of a dispute over the terms of this Agreement or whether there has been a breach of its terms by either party, KCTMO and the RA may jointly refer the question to an independent arbitrator for his/her opinion or advice or may jointly appoint a mediator to assist in resolving the matter.

APPENDIX 1

Data Protection Policy to be inserted

DRAFT

Appendix 3

SIGNED

NAME _____

TITLE: Authorised Signatory

FOR AND ON BEHALF OF THE ROYAL BOROUGH OF KENSINGTON AND
CHELSEA TENANT MANAGEMENT ORGANISATION LIMITED

SIGNED FOR _____ RESIDENTS'
ASSOCIATION:

PRINT
NAME _____ POSITION _____

Community Centre Appendix 4a

Feedback Questionnaire

Venue Name: _____ Date of Usage: _____

Name _____

Address: _____ Post Code: _____

Have you used an KCTMO centre before: Yes ☐ No ☐ If Yes please state: _____

How did you find out about the venue:






Word by mouth: ☐ By asking: ☐ Internet: ☐ Letter: ☐ Advertised in *Link* magazine: ☐

Royal Borough: ☐ Other Please state: _____

Please tick the main reason for hire:s

Activity: ☐ Private function: ☐ Public event: ☐ Other: ☐

Please select the following:

| Main Question | Very Satisfied  | Fairly Satisfied  | Neither Satisfied or Dissatisfied  | Fairly dissatisfied  | Very Dissatisfied  |
|---|---|---|--|--|--|
| How satisfied are you with the overall standard of service you have received? | | | | | |
| How satisfied are you with the price of the venue? | | | | | |
| How satisfied are you with the booking and hiring process? | | | | | |
| How satisfied are you with the condition of the venue for your event? | | | | | |



If you answered dissatisfied for any, please can you provide more information:

Did the price of the venue meet your expectations? Yes: ☐ No: ☐

If no please state the reason why:

Has your experience change your opinion of KCTMO community centres venues?

Yes : ☐ No: ☐

If you answered no please state the reason for your answer:

Would you recommend a KCTMO venue to others?

Yes: ☐ No: ☐

If no, please state the reason why:

Do you have any other feedback you would like to give?

Thank you for completing this questionnaire. It will enable us to improve the service you have received from us.



Community Centre Regular Hirer Appendix 4b

Feedback Questionnaire

Venue name: _____ Date of use: _____

Name _____

Address: _____ Post Code: _____

Have you used an KCTMO Community Venue before: Yes: ☐ No: ☐

How did you find out about the venue:

Word by mouth: ☐ By asking: ☐ Internet: ☐ Letter: ☐ Advertised in *Link* magazine: ☐

Royal Borough : ☐ Other (please state): _____






Please tick the main reason for hire:

Activity: ☐ Event: ☐ Other: ☐

How many KCTMO resident attend the activity?

How many non KCTMO resident attend activity?

Please select the following:

| Main Questions | Very Satisfied  | Fairly Satisfied  | Neither Satisfied or Dissatisfied  | Fairly dissatisfied  | Very Dissatisfied  |
|---|---|---|--|--|--|
| How satisfied are you with the overall standard of service you have received? | | | | | |
| How satisfied are you with the price of the venue? | | | | | |
| How satisfied are you with the booking and hiring process? | | | | | |
| How satisfied are you with the condition of the venue for your event? | | | | | |



If you answered dissatisfied for any, please can you provide more information:

Did the price of the venue meet your expectations? Yes: ☐ No: ☐

If no please state the reason why

Has your experience changed your opinion of KCTMO community centre venues?

Yes : ☐ No: ☐

If you answered no please state the reason for your answer:

Would you recommend a KCTMO venue to others?

Yes: ☐ No: ☐

If no, please state the reason why

Do you have any other feedback you would like to give?

Thank you for completing this questionnaire. It will enable us to improve the service you have received from us.



Community Centre Fair Access Policy

The Kensington and Chelsea Tenant Management Organisation (KCTMO) is committed to putting its residents first. The KCTMO will hire community rooms for the benefit of its residents and for the rest of the community in a fair way. This policy applies to centres where the Community Centres Officer (CCO) administers bookings.

Priority of bookings

As a general rule, community rooms will be hired on a first come, first served basis.

However, resident association (RA) or compact bookings already agreed with the CCO at the start of each financial year (April), will be automatically made. The CCO will request from the RA/compact their fixed dates or days for their meetings and any other events which they wish to book. These bookings will be confirmed by the CCO on a monthly basis with a Community Centres Champion (CCC), nominated by the RA or by the compact representative.

As a general rule, any weekend or evening lettings will only take place in consultation with the CCO and the CCC.

Where any pre-booked dates are no longer required and therefore cancelled, they can be offered to people who have expressed an interest in these dates by using the following priority list:

- 1) KCTMO resident who lives on the estate where the community building is situated.
- 2) KCTMO resident who does not live in the location of the community building.
- 3) A borough resident (i.e. a non-council tenant who lives in the borough) who lives within the same location as the community building.
- 4) A borough resident who does not live in the same location of the community building.
- 5) Any voluntary/charity organisation that provides its services to residents within the local community.
- 6) Commercial business.
- 7) Non-borough residents.
- 8) Any other individuals or groups not covered above.

If there is no RA or compact on an estate, the CCO will seek to identify a community centres champion from existing resident users of the centre or by advertising.

If no one comes forward the CCO will revert to taking bookings on a first come, first served basis and limiting any recurring bookings initially for a three month period.

Appendix 6

Proposed Community Centre Charges

The capacity for all venues is defined by the square metre floor space size and the overall number of fire escape routes.

Category 1: Venue with a capacity maximum 30 people (seating)

| Venue | Size |
|--|---------------|
| West Row Clubroom | 13 sq. metres |
| John Keys Resource Centre, Pond House, Pond Place, SW3 | 59 sq. metres |
| Sir Thomas More Community Centre Sir Thomas More Estate Beaufort Street, SW3 | 53 sq metres |
| Edenham Way Meeting Room, Edenham Way, W10 | 40 sq. metres |
| Kensal House Community Office, Ladbroke Grove, W10 | 38 sq. metres |
| Trellick Tower Community Room 5 Golborne Road W10 | 59 sq. metres |

| Customer Group | Weekdays | Weekends |
|--|-----------------|-----------------|
| KCTMO resident | £10.00 per hour | £15.00 per hour |
| Non-resident | £15.00 per hour | £25.00 per hour |
| Voluntary sector (including charities) | £15.00 per hour | £25.00 per hour |
| Commercial | £20.00 per hour | £30.00 per hour |

Category 2: Venue with a capacity maximum 60 people (seating)

| Venue | Size |
|---|----------------|
| Kensal Resource Centre, Appleford Road, W10 | 156 sq. metres |

| | |
|--|---------------|
| Portobello Community Centre, Portobello Road, W11 (includes separate kitchen, WC and lobby) | 74 sq. metres |
| Swinbrook Estate Clubroom, Acklam Road, W10 | 85 sq. metres |

| Customer Group | Weekdays | Weekends |
|--|-----------------|-----------------|
| KCTMO resident | £12.00 per hour | £18.00 per hour |
| Non-resident | £18.00 per hour | £30.00 per hour |
| Voluntary sector (including charities) | £18.00 per hour | £30.00 per hour |
| Commercial | £30.00 per hour | £45.00 per hour |

| | |
|---|---------------------------------------|
| Lowerwood Court Community Room, Westbourne Park Road, W11 | 88 sq. metres, arranged on two floors |
|---|---------------------------------------|

| Venue | Size |
|--|----------------|
| World's End Clubroom, Blantyre Street, SW10 | 225 sq. metres |
| Treverton Tower Clubroom, Balfour of Burleigh Estate, Ladbroke Grove W10 | 121 sq. metres |
| Henry Dickens Court Community Centre, St. Ann's Road, W11 | 120 sq. metres |

Category 3: Venue with a capacity maximum of 250 people (seating)

Category 4: Children's parties/events

Children's parties will be charged at £20 for three hours and a £30 bond if they meet the following criteria:

1. If the party lasts for a maximum of three hours and takes place between 12noon and 6pm.
2. If the child or children for whom the party is being held is/are under 10 years old.

Free or non-chargeable events:

1. Councillor surgeries.
2. Funeral receptions for a deceased KCTMO resident which will take place between 10am to 8pm.
3. Resident association meetings.
4. Resident association events.
5. KCTMO organised events and activities.
6. Events held by newly formed voluntary groups for the first six months of their existence.

| Customer Group | Weekdays | Weekends |
|--|-----------------|-----------------|
| KCTMO resident | £25.00 per hour | £30.00 per hour |
| Non-resident | £35.00per hour | £45.00 per hour |
| Voluntary sector (including charities) | £35.00 per hour | £45.00 per hour |
| Commercial | £40.00 per hour | £50.00 per hour |

All prices are inclusive of VAT.

**THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
TENANT MANAGEMENT ORGANISATION LIMITED (the "Company")**

Confidential

For Decision

**Operations Committee (the 'Committee')
30th July 2015**

| | |
|--|--|
| Report title: | Complaints Policy Review |
| Authority for decision: | The Operations Committee has been delegated the powers to monitor the Complaints Policy in relation to operational matters receiving reports on outcomes and lessons learnt. |
| Recommendations: | <p>It is recommended that the Committee consider the contents of this report, and upon due consideration pass the resolution in the following form:</p> <p>"The Committee RESOLVED TO agree the revised Complaints Policy and recommend that the Board approve and agree to adopt the policy for use by the Company."</p> |
| Regulatory/legal requirements: | The Company as a provider of services to consumers is required to have a complaints handling procedure. |
| Business Plan link: | Customers at the heart Deliver excellent good value services |
| Equality Impact Assessment/comment: | No adverse effect to any group |
| Resource implications/VFM statement: | Existing resources. |
| Risk: | A robust complaints policy is essential to the existence of the efficient running of the Company's services. |
| Appendices: | 2 |
| Total number of pages including appendices: | |

| | |
|--|--|
| Name, position and contact details of author: | Janet Seward Policy & Improvement Manager [REDACTED] |
|--|--|

Complaints Policy Review

1. PURPOSE

- 1.1 The purpose of this report is to present the Committee with the Complaints Policy Review.
- 1.2 The Committee is requested to agree the revised KCTMO Complaints Policy and recommend it to the Board for adoption.

FOR DECISION

2. INTRODUCTION

- 2.1. The Complaints Policy was last reviewed in 2012. The policy has now been reviewed by the interim Complaints Manager. The revisions have been made with a view to making the Complaints Policy easier to use and resolution quicker to achieve (Appendix 1).

3. CURRENT POSITION

- 3.1. A complaint is defined as:
 - *An expression of dissatisfaction about a KCTMO service (or a service provided by a KCTMO contractor), or the actions/attitudes of an employee or those who carry out services on the behalf of KCTMO.*
- 3.2. The current Complaints Policy has three stages:
 - Stage 1 – the initial complaint is made and passed to the relevant manager for action and reply;
 - Stage 2 - if the complainant is dissatisfied by the Stage 1 response, it is reviewed by a more senior member of staff;
 - Stage 3 – if the complainant is still dissatisfied, they can have their complaint reviewed by a panel of people who have had no previous involvement in the complaint (usually a Resident Board Member, a council appointed or independent Board Member and an Executive Director).These stages will remain.
- 3.3. In addition to the actual complaints stages, the existing policy also considers enquiries defined as:
 - *A notification of a failure to provide a service such as estate cleaning not being carried out or estate lighting not working.*A complaint can arise from an enquiry or service request not being actioned.

4. REVIEW RECOMMENDATIONS

4.1. Review of Enquiry definition

It is considered that an enquiry is more appropriately defined as:

- *"A first time request for information, advice or an action to be undertaken i.e. estate cleaning not undertaken or estate lighting not working".*

4.2. Board Members' Enquiries, Members' Enquiries and MPs' Enquiries

Correspondence from Board Members, MPs and Councillors are generically known as 'Enquiries' although they are generally regarding service failures. There will be no change to the name or definition of these cases.

4.3. Introduction of a Quick Resolution Stage

If a problem can be resolved within two working days by agreeing a plan to the complainant's satisfaction, then the formal complaints process will not be invoked. It is envisaged that this process will be most appropriate for minor complaints and repairs where there is a limited need for review or investigation. The complaint will be recorded, and there will have to be evidence that it has been resolved such as email contact or a confirmation of a telephone conversation with the complainant.

This stage will only be invoked if the complainant is willing to use this route and it has been created in response to complainants wanting a quicker resolution route.

4.4. Stage 2 target

The target time for responding to a Stage 2 complaint has been changed from ten days to fifteen days to bring it in line with the borough's complaints process.

4.5. Standard criteria for escalation where customers remain dissatisfied

After a complaint has been considered at Stage 1, complainants may request an escalation to Stage 2 and then to Stage 3. The review recommends that the complainant must provide reasons why they are not satisfied with the Stage 1 or Stage 2 response.

The Head of Service may also refuse if the complaint has already been upheld and all issues have been resolved or there is an agreed planned completion date. If the complainant is requesting a Stage 3 Panel solely because they are dissatisfied with the level of compensation offered, an Executive Director will be asked to undertake a review.

These recommendations are suggested so that complainants do not spend time continuing through the KCTMO process when a decision has been made on the facts available.

Where a decision is made not to investigate a complaint at Stage 2 or Stage 3, the complainant will be advised that he or she may ask for the complaint to be considered by the Housing Ombudsman. (*From 1 April 2013 the Housing Ombudsman can only consider complaints that have been referred by a 'designated person' (MP, councillor or recognised tenant panel), or by the tenant themselves if 8 weeks have passed from the completion of the landlord's internal complaints process).

4.6. Stage 3 Panel

The Stage 3 Panel comprises two Board Members (one independent or a Council appointee and one resident), one of whom will act as Chair and an Executive Director. The review recommends that the manager who replied to the Stage 2 letter, may be invited to the panel to provide information. This would be particularly helpful in a complex case.

4.7. Dealing with anonymous complaints

The advisability or otherwise of investigating an anonymous complaint needs to be considered on a case by case basis. Anonymous complaints may highlight management issues that need to be investigated or referred to the Council's Audit and Investigations team or may be brought under the whistle blowing procedure. Further guidance is available from the Complaints Manager.

4.8. Learning from complaints

Where the need for alterations to a service are identified as the result of a complaint, the Complaints Team will record the alteration and pass to the relevant manager for consideration. All outcomes of the request will be recorded and reported back to senior management on an annual basis.

4.9. Introduction of recording compliments

A compliment is defined as a service user statement of positive recognition or praise for a service or individual. These will be recorded and reported back to senior management on an annual basis

4.10. Policy and Procedure on Persistent and Unreasonable Complainants (formerly KCTMO Guidance on Unreasonably Persistent Complaints and Unreasonable Complainant Behaviour)

This policy has also been reviewed and expanded (Appendix 2). Generally, where a complainant is considered persistent or unreasonable, or both, KCTMO will ultimately impose restrictions on them. The most likely options are:

- requesting contact in a particular form (for example, letters only);
- requiring contact to take place with a named member of staff only;
- restricting telephone calls to specified days and times;

- asking the complainant to enter into an agreement about their future contact with KCTMO.

A letter will be sent to the complainant outlining the decision. All letters will include:

- why we have taken the decision;
- what action we intend to take;
- the duration of that action;
- the date of the six month review;
- the details of the right of appeal against the decision to apply this policy;
- the right of the customer to contact the Housing Ombudsman about the fact that they have been treated as a persistent or unreasonable complainant.

All decisions will be reviewed after six months.

5. RECOMMENDATION

That the Committee is requested to consider the recommendations on the first page of this report.

Janet Seward
Policy & Improvement Manager
[REDACTED]



Appendix 1

KCTMO Complaints Policy

| | |
|--------------------------|----------|
| Action | |
| Revised - Catherine Dack | 30.07.15 |

Royal Borough of Kensington and Chelsea Tenant Management Organisation

Complaints Policy

1. Introduction

- 1.1 All our residents and customers have a right to expect an excellent service from Kensington & Chelsea Tenant Management Organisation (KCTMO) and to have things put right when they go wrong. A robust, well managed complaints policy can assist in increasing customer satisfaction through learning from complaints and using this to continuously inform and improve our services. It can also save management time, reduce costs and recognise and acknowledge where the service is working well.

2. The Policy

- 2.1 The policy provides details on how KCTMO will manage the complaints process in line with the organisation's aims, objectives and values to ensure consistency, quality and effectiveness in complaints handling. In managing all complaints KCTMO will also seek to apply the Housing Ombudsman principles for effective complaint handling:
- easy to use
 - fair
 - designed to put things right at the earliest opportunity
 - a chance to learn and improve services
- 2.2 Complaints will be dealt with in line with KCTMO's commitment to promoting equality and diversity among our residents and staff regardless of disability, race, nationality, gender, sexuality, age, religion or belief. In meeting the aims of this policy, KCTMO will provide information that is accessible and available in appropriate formats, including interpretation and translation services, large print and audio formats.
- 2.3 Complaints will be dealt with confidentially and access to cases on KCTMO's systems will be restricted in accordance with the Data Protection Act. Complaints will not be discussed with anyone other than the complainant and/or their representative or staff and other parties relevant to the complaint.
- 2.4 Anyone working for or on the behalf of KCTMO can receive a complaint. The responsibility for capturing and forwarding this information lies with everyone in the organisation.
- 2.5 Complaints may be received in writing by letter or email, telephone, through the KCTMO website, or face to face at our offices, at meetings or on home visits. Regardless of the method of notification of the complaint, all complaints will be responded to in writing.
- 2.6 KCTMO will accept complaints made on a complainant's behalf, provided that the person affected has given their consent¹. A complaint can be made on

behalf of the customer by a concerned relative or carer, a solicitor or other advocate, or an advice agency.

- 2.7 KCTMO Board Members, Councillors, MPs and other elected representatives can use the complaints procedure to make complaints on behalf of their constituents.
- 2.8 Where appropriate, the Complaints Team will provide support to residents in order to help them understand the complaints procedure and, if necessary, provide assistance in making a formal complaint and throughout the process as required.

3. Enquiry of Complaint

3.1 We define an enquiry (a service request) as:

'A first time request for information, advice or for an action to be undertaken.' i.e. estate cleaning not undertaken, estate lighting not working or a repair request.

A complaint may arise as a result of a service request not being actioned.

3.2 We define a complaint (a service failure) as:

'An expression of dissatisfaction about a KCTMO service (or a service provided by a KCTMO contractor) not resolved immediately to the customer's satisfaction, about the level, quality or nature of a service which the customer feels should have been provided.'

3.3 A complaint can be about:

- delays in taking action without good reason;
- failure to provide a service;
- mistakes in the way a decision was taken;
- not following the law or KCTMO or Council's rules;
- broken promises;
- giving incorrect or misleading information;
- bias or discrimination;
- rude, unhelpful or inappropriate behaviour by staff;
- poor communication.

4. Time limit for making a complaint

- 4.1 A complaint which has not been brought to KCTMO's attention for more than 12 months from the first time the complainant became aware of the problem will not normally be accepted.
- 4.2 However, each case will need to be decided on its merits, and discretion may need to be exercised if, for example, it is a serious matter, or the person has only just found out that he or she has been affected by something that

happened or was decided some time ago; or if illness or personal circumstances have prevented him or her from complaining sooner.

5. Dealing with complaints

- 5.1 All complaints will be dealt with in accordance with the requirements of the Data Protection Act 1998, the Freedom of Information Act 2000 and subsequent legislation and associated KCTMO and Council policies.

5.2 Quick Resolution Stage

This is a stage outside of the formal complaints stage. If the problem can be resolved within two working days by agreeing a plan to the complainant's satisfaction, then the formal complaints process will not be invoked. Each service area will be responsible for responding and managing their own cases within the time frame of two working days.

- 5.3 If the problem cannot be resolved quickly or if it is clear that the matter needs to be formally investigated, the complaint will be referred to the relevant service for a Stage 1 investigation. (The Stage 1 target time will start from the time that the complaint was originally made.)

5.4 Stage 1 - Investigation of the complaint by the service concerned

- 5.6 The investigation will be completed and the written response sent to the complainant within 10 working days of receipt of the complaint. The response will inform the customer of their right to request a Stage 2 Review of the complaint if they remain dissatisfied, giving reasons why, within twenty working days as follows:

"If you remain dissatisfied with this response you have 20 working days in which to tell us that you wish to proceed to the next stage of the complaints procedure by writing to:

*KCTMO Complaints Manager
Network Hub
Unit A
292 Kensal Road
London
W10 5BE
Email: complaints@kctmo.org.uk.*

You will need to clarify the reasons why you are not satisfied. This information will then be reviewed by the Head of Service for the relevant Service Area and who may refuse the request if he or she considers the customer has not provided a sufficient basis for undertaking an investigation. You will be informed of the outcome.

If you do not contact us within that time period, your complaint will be closed and we will write to you informing you that this has taken place."

5.8 Customers who remain dissatisfied after their complaint has been considered at Stage 1 may request a Stage 2 Review.

- 5.9 The Head of Service may refuse to escalate a complaint if:
- the complainant has not provided sufficient reasons why they are dissatisfied with the response;
 - the complaint has been upheld at Stage 1 and all issues have been resolved or have an agreed planned completion date;

Advice should be sought from KCTMO Complaints Manager before making a decision based on the above criteria.

5.10 **Stage 2 – investigation undertaken by the Head of Service for the service concerned**

5.11 The complaint will be acknowledged within 2 working days and the investigation completed within 15 working days from receipt of the request for a Stage 2 Review. Where a decision is made not to undertake a Stage 2 Review, the customer will be advised that he or she may ask for the complaint to be considered by the Housing Ombudsman. From 1 April 2013 the Housing Ombudsman can only consider complaints that have been referred by a 'designated person' (MP, councillor or recognised tenant panel), or by the tenant themselves if 8 weeks have passed from the completion of the landlord's internal complaints process. This provision does not apply to complaints made to the Local Government Ombudsman. These complaints can still be referred directly. Please note most cases go to the Housing Ombudsman but if a case is within the remit of the LGO cases can still be referred.

5.12 **Stage 3 review**

Customers who remain dissatisfied after their complaint has been considered at Stage 2 may request a Stage 3 Review within twenty working days. The Stage 3 Review is the final stage of KCTMO's complaint process and is a formal meeting comprising an independent Board Member or a Council-appointed Board Member and a resident Board Member and an Executive Director. A Board Member will chair the panel. The manager who wrote the Stage 2 reply may be asked to attend the panel.

A Director may refuse to investigate a complaint at Stage 3 if:

- the complainant has not provided sufficient reasons why they are dissatisfied with the response;
- the complaint has been upheld at Stage 2 and all issues have been resolved or have an agreed planned completion date;
- the reason for dissatisfaction is solely with the level of compensation offered (in these circumstances, an Executive Director will be requested to undertake a review of the compensation offered).

Where a decision is made not to undertake a Stage 3 Review, the customer will be advised that he or she may ask for the complaint to be considered by the Housing Ombudsman. From 1 April 2013 the Housing Ombudsman can only consider complaints that have been referred by a 'designated person' (MP, councillor or recognised tenant panel), or by the tenant themselves if 8 weeks have passed from the completion of the landlord's internal complaints process. This provision does not apply to complaints made to the Local Government Ombudsman. These complaints can still be referred directly. Advice should be sought from KCTMO Complaints Manager before making the decision.

6. Putting actions on hold while the matter is being investigated

- 6.1 Any actions that KCTMO is taking against the complainant may be placed on hold pending the outcome of the complaint investigation.

7. Putting things right

When KCTMO is at fault, KCTMO staff will put things right by acknowledging mistakes and apologising for them, explaining why things went wrong, what will be done to put them right and providing reassurance that the same problem will not occur again. This should happen as early as possible in the process.

As far as possible, the aim of the Complaints Policy is to return the customer to the position they would have been in had things not gone wrong. This will not always be possible, however, and in such cases a remedy will be provided which may be financial; or a specific action may be taken or a service provided. (Separate detailed guidance is available for the remedy and compensation procedure.

8. Learning from complaints

- 8.1 Where the need for changes to a service is identified as the result of a complaint, the Complaints Team will record the alteration and pass to the relevant manager. All outcomes of the request will be recorded and reported back to senior management on a yearly basis.

9. Board Members' Enquiries, Members' Enquiries and MPs' Enquiries

- 9.1 Correspondence from Board Member, Councillors and MPs will be logged and monitored by the Complaints Team.

10. Complaints involving partner organisations

- 10.1 KCTMO works in partnership with other organisations, which may have different complaint policies and procedures. KCTMO will ensure that systems

are in place for handling such complaints. Where appropriate, KCTMO will undertake a joint investigation with the partner organisation.

11. Complaints that fall outside the scope of the Complaints Policy

Certain types of complaints will not be dealt with through the complaints procedure as there are other processes for dealing with them or because they are outside of the organisation's remit. These include:

- complaints about services provided by the Royal Borough of Kensington and Chelsea;
- where there is a serious allegation such as abuse, criminal activity, theft, assault, or discrimination, these will normally be referred to the Chief Executive to decide on an appropriate course of action, which might include notifying the police;
- a complaint against a member of staff which may result in an investigation under the disciplinary procedure. In this event, the complainant will receive a response but the content will be governed by rules of confidentiality;
- complaints from one resident about another, which will be dealt with outside of the complaints procedure by the Housing Officer or Area Manager;
- matters of law or government policy;
- complaints from staff about their employment with KCTMO;
- commercial or contractual matters, for example contracts for the supply of goods and services to KCTMO;
- complaints concerning the Freedom of Information and Data Protection Act - see below for details;
- complaints that have already been decided by a court or independent tribunal should not be accepted, but there may be complaints about KCTMO implementation of a court or tribunal's decision that can be investigated;
- services for which there are alternative statutory appeals or tribunal processes.

12. Complaints about Board Members

- 12.1 Complaints about Board Member will be referred to the Company Secretary and Head of Governance.

13. Complaints concerning the Freedom of Information and Data Protection Acts

- 13.1 There is a separate review, appeal and complaints route, which ultimately ends with the Information Commissioner if the complaint about the provision of information is not resolved satisfactorily by KCTMO. These complaints will be referred to the Company Secretary and Head of Governance for attention.

14. Persistent and Unreasonable Complainants

- 14.1 A small minority of customers persist unreasonably with their complaints, or make them in an attempt to cause KCTMO difficulty rather than to resolve a grievance. There is separate guidance on this issue.

15. Anonymous complaints

- 15.1 Anonymous complaints will be considered on a case by case basis. Anonymous complaints may highlight management issues that need to be investigated or referred to the Council's Audit and Investigations team or may be brought under the whistle blowing procedure.

16. Recording compliments

- 16.1 A compliment is defined as a service user statement of positive recognition or praise for a service or individual.
- 16.2 KCTMO welcomes any positive statements about our service and will record them.

17. Monitoring and Review

- 17.1 Performance on complaints against agreed targets and trends will be reported to the Operations Committee and the TMO Board. Performance information will also be available on our website and through our 'The Link' resident magazine.
- 17.2 This policy will be reviewed every three years or more frequently if there is a statutory or organisational need to do so.

DRAFT

Appendix 2



KCTMO Policy for dealing with Persistent and Unreasonable Complainants

| | |
|--------------------------|----------|
| Action | |
| Revised - Catherine Dack | 30.07.15 |

Policy for dealing with Persistent and Unreasonable complainants

April 2015

1. Introduction

- 1.1 A very small minority of customers make or pursue complaints in a persistent or unreasonable way which can either slow down the investigation of their complaint or can have a significant resource issues for KCTMO. This policy is to ensure that persistent and unreasonable complainants are dealt with fairly. It sets out clearly for KCTMO staff and complainants what is expected of them, what they can do, and who can authorise actions. It will help KCTMO staff to assess and monitor how to deal with and respond to persistent and unreasonable complainants.
- 1.2 In considering when to use this policy it is critical that consideration is given to ensure an understanding of the customer's circumstances; how and why they feel as they do and what it is that would resolve the matter for them. They must be given the right opportunity to express their views and opinions and be listened to. KCTMO staff must give appropriate thought and effort to resolving and explaining the organisation's position and our actions.
- 1.3 If a customer's behaviour adversely affects KCTMO's ability to do its work and provide services to others, such behaviour may need to be addressed by restricting contact with KCTMO.
- 1.4 The final decision to restrict a customer's access to KCTMO offices and officers can only be taken by the KCTMO Complaints Team in consultation with Service Directors. Before deciding whether the policy should be applied the Service Director and the Complaints Team should be satisfied that:
 - the complaint is being or has been investigated properly;
 - any decision reached has been reviewed and is found to be appropriate;
 - communications with the complainant have been adequate; and
 - the complainant is not now providing any new information that might affect our view on the complaint.

2. Persistent and unreasonable Complaint Policy

- 2.1 An unreasonable complainant is someone who contentiously raises a complaint **without grounds**, in order to cause annoyance or disruption.
- 2.2 A persistent complainant is someone who contacts KCTMO and raises the same complaint or similar complaints many times. 'Many times' is defined as **more than three separate occasions**. This could be regardless of whether the complaint has been dealt with.

2.3 Examples of persistent and unreasonable behaviours may include (though are not restricted to):

- persistently approaching KCTMO through different routes about the same issue;
- persistently seeking an outcome which has already been explained is unrealistic for policy, legal or other valid reasons;
- complaining about or challenging an issue based on a historic and / or irreversible decision or incident;
- making an unreasonable number of contacts with KCTMO by any means, in relation to a specific complaint or complaints;
- making persistent and unreasonable demands or expectations KCTMO staff or the complaint process after the unreasonableness has been explained to the complainant (an example of this could be a complainant who insists on immediate responses to numerous, frequent and / or complex letters, telephone calls or emails);
- adopting an excessively 'scattergun' approach, for instance pursuing a complaint or complaints not only with the Council but at the same time with Member of Parliament, elected Councillors, the police, solicitors and the Housing Ombudsman;
- refusing to specify the grounds of a complaint, despite offers of assistance;
- refusing to co-operate with the complaints investigation process whilst still wishing their complaint to be resolved;
- refusing to accept that certain issues are not within the remit of a Complaints Procedure despite having been provided with information about the scope of the policy and procedure;
- refusing to accept that issues are not within the power of KCTMO to investigate, change or influence (example could be about a private car park) or the responsibility of another housing association;
- insisting on the complaint being dealt with in ways which are incompatible with the adopted Complaints Procedure or with good practice;
- refusing to accept the outcome of the complaint process after its conclusion, repeatedly arguing the point, complaining about the outcome and / or denying that an adequate response has been given;
- making the same complaint repeatedly, perhaps with minor differences, after the complaints procedure has been completed;
- making unjustified complaints about staff who are trying to deal with the issues, and seeking to have them replaced.
- changing the basis of the complaint as the investigation proceeds;
- denying or changing statements made at an earlier stage;
- introducing trivial or irrelevant new information at a late stage;
- raising numerous, detailed but unimportant questions; insisting that they are answered;
- covertly recording meetings and conversations.

2.4 Some customers who are considered to be persistent or unreasonable complainants may be behaving as such because of a specific circumstances

or difficulty such as mental health problems. Where this is indicated, any concerns that KCTMO staff may have about a customer's vulnerability must be raised immediately with their line manager. If the complainant has special needs, an advocate might be helpful to both parties.

3. Managing the situation

- 3.1 The formal complaints process works provides for a complainant who submits new information (or variations) to their original complaint to have these additional points addressed at each ensuing stage of the Complaints Procedure. For example, if a complainant challenges the Stage One response and requests escalation, the Senior Manager should address within their Stage Two response, any further challenges made by the complainant.
- 3.2 If the Stage Two response is challenged and escalation requested to Stage Three, it is presumed that by the time the complainant receives a response from the Director at Stage Three, all aspects of their complaint will have been dealt with.
- 3.3 If the complainant does not accept the outcome and chooses to take the matter to the Housing Ombudsman (HO), it is anticipated that KCTMO will have addressed all aspects of the complaint within the three stages of our complaints procedure.
- 3.4 Based upon this assumption, the KCTMO will be in a strong position to take some form of action against an unreasonably persistent or unreasonable complainant (even more so if the HO has investigated the complaint and found that there has been no maladministration of the case).
- 3.5 If KCTMO staff feel that a complainant is being persistent or unreasonable, they should consult with their line manager and the Complaints Manager. The following remedies can be considered:
 - requesting contact in a particular form (for example, letters only);
 - requiring contact to take place with a named member of staff only;
 - restricting telephone calls to specified days and times;
 - asking the complainant to enter into an agreement about their future contacts with KCTMO.
- 3.9 Once agreed by service manager and the Complaints Manager, a letter will be sent to the complainant outlining this decision. All letters will include:
 - why we have taken the decision;
 - what specific action we are taking;
 - the duration of that action;
 - the date of the six month review;
 - the customers right of appeal against the decision to apply this policy; and

- the right of the customer to contact the Housing Ombudsman about the fact that they have been treated as a unreasonable/persistent complainant.
- 3.10 There will be a right of appeal for complainants. All appeals will be heard by the Service Director of the area to which the complaint(s) is(are) being made. (If more than one directorate is involved, the respective directors will come to a decision regarding who hears the appeal.)
- 3.12 All decisions will be reviewed after six months. A letter will be sent to the complainant after the review, outlining the decisions from the review. The complaints team will be responsible for monitoring review dates.
- 3.13 The outcome of the review will be based on the following issues:
- is the complaint still live and an issue?
 - have the complainant's circumstances changed (for example, are they still living at the same address)?
 - is the complainant persisting with unreasonable behaviour (for example although controls have been applied, is the complainant still making multiple complaints) or complied with KCTMO's plan of action?
- 3.14 Where a complainant whose case is closed persists in communicating with KCTMO about it, we may decide to terminate contact about the matter. In such cases, we will review all communications from the complainant, but unless there is new, additional information which could influence our original decision regarding the complaint, the Complaints Team will acknowledge the communication and confirm no further action is being taken and refer back to the last response held on file. Any new complaints from customers who have been subject to sanctions through this procedure should be treated on their individual merit.
- 3.15 In the instances where the relationship between KCTMO and a complainant, who has been subject to this policy has broken down significantly, the matter can be referred to the Housing Ombudsman for them to consider before our own Complaints Procedure has been exhausted.
- 3.16 The Complaints Team will provide an annual report to senior management highlighting key information about complainants who have been classed as persistent or unreasonable as per this policy. The report will also include any lessons learned.
- 3.17 It should be noted that any incidents where complainants have displayed violent, aggressive or threatening behaviour should be formally reported to a relevant manager and the Director at the earliest opportunity so that immediate, appropriate action may be taken e.g. the issuing of warning letters from the Complaints Manager, the issuing of injunctions against unreasonable complainants etc. The Health and Safety team should also be advised and a Violent Incident Report completed.