

Moorlands Housing Association Legacy Agreement

Introduction

In xxxx, Moorlands Housing Association transferred its engagements to Arena Housing Group. This means that governance will be undertaken by those members of the YHG Common Board who govern Arena and will now also have a specific oversight and responsibility for Moorlands.

This legacy agreement was developed by and for:

- Moorlands Housing Association
- Your Housing Group (YHG)
- Staffordshire Moorlands District Council (SMDC)

Status of this document

The Legacy Agreement is a goodwill agreement between Your Moorlands, YHG and SMDC and sets out the conditions for change to the legal structure. It is not, nor is intended to be a legal agreement. This is because there is already a legal agreement (the Relationship Agreement) with YHG and there is no intention or desire from either party to amend this existing legal document. The Relationship Agreement sets out mutual rights and responsibilities of each party.

It should also be noted that this Statement is not an agreement between YHG and the monitoring body. The ultimate responsibility for the delivery of the conditions lies with the board members responsible for Arena Housing Group on the Common Board and this cannot be changed under the Relationship Agreement.

Monitoring against conditions

The monitoring body will be the SMDC Community Overview and Scrutiny Panel supported by a YHG Customer Involvement Panel (CIP) of residents who are customers in the Moorlands area. The customers on the CIP will be recruited and supported by YHG and will attend the Scrutiny Panel Meetings where SMDC will encourage their participation in the meeting. YHG will collate and present the monitoring information for the conditions below on a six-monthly basis to the monitoring body. Further detail is provided in condition 2 of the commitments as set out below.

The Commitments

Ref	Condition	Monitoring	Progress Note	Date of Update	Lead Officer
1	<p>A named member of the Group Board will be identified and will maintain active knowledge and oversight of issues of strategic importance to the Moorlands area.</p> <p>One current tenant member of the Moorlands Board to be nominated to be recruited to the current vacant position on the Services Committee of the Group Board. Upon this position becoming vacant in the future, for this position to be filled by undertaking a targeted recruitment exercise in the local area to find a suitable candidate.</p>	<p>The identity of the named member to be provided to the monitoring body.</p> <p>Tenant member in place on the Committee from the date of transfer.</p>			Group Company Secretary
2	<p>SMDC's existing Community Overview & Scrutiny Panel to be appointed as the monitoring body and to receive information twice yearly on:</p> <ul style="list-style-type: none"> • The status of the delivery of all the conditions in the legacy agreement (as described in the 'monitoring' section of these commitments) • Information on local service delivery performance • Information on the Group's strategic approach to growth and stock ownership/investment/divestment • Notification of significant service changes <p>YHG to recruit and support a Customer</p>	<p>Reports received twice yearly presented by a senior manager from YHG to the monitoring body and the Services Committee.</p> <p>Customer Involvement Panel to be</p>			Operations Director South

Ref	Condition	Monitoring	Progress Note	Date of Update	Lead Officer
	<p>Involvement Panel (up to a maximum of five customers) to attend the panel meetings to add a customer perspective. SMDC to encourage these customers to participate in the meeting. One current tenant member of the Moorlands Board to be nominated to be recruited to the Customer Involvement Panel.</p> <p>The Services Committee of the Group Board to also receive these updates and members to be invited to attend relevant meetings of the SMDC Community Overview and Scrutiny Panel.</p>	recruited.			
3	To undertake the delivery of the investment programme in line with the Savills' Stock Condition Survey presented in November 2015.	<p>The Capital Investment plan for 2017/18 to be developed and approved by YHG by April 2017 and annually thereafter by April each year.</p> <p>Tracking the delivery of the Investment Plan will be monitored using agreed Group Key Performance Indicators for:</p> <ul style="list-style-type: none"> • Overall expenditure to date & programme progress reporting by committed and completed spend • Unit costs • Number of component replacements 			Group Director of Assets

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4	<p>The YHG Growth Strategy states we have an aspiration to deliver a minimum of 1,200 per annum new homes across the areas in which we work, either direct or with partner bodies. The growth is planned to be mixture of tenures that will include an aspiration of 200 affordable homes. We will use our best endeavours to deliver 100 homes per year in the Moorlands area, subject to the Group have sufficient financial resources and the new development meeting the conditions of the Group's 'golden rules'.</p>	<p>To be monitored through the communication of annual YHG strategic aspirations for development.</p> <p>Number of development opportunities explored:</p> <ul style="list-style-type: none"> • A summary of potential capacity, return on investment, tenure mix, strategic link, competitive process • In progress – explanation to provide summary update on position <p>Information on committed schemes:</p> <ul style="list-style-type: none"> • Summary update on current status and progress • Annual development activity in Moorlands area as a percentage of all YHG development activity 			Development Director
5	<p>Senior manager with local knowledge to be assigned to provide direct contact for local councillors for customer query/dispute resolution.</p>	<p>The identity of the named manager to be provided to the monitoring body to communicate to local councillors.</p>			Operations Director South
6	<p>YHG will continue with the internal provision of day-to-day, voids and planned works within the Moorlands area through its DLO or other structure which employs local labour providing this is commercially viable.</p>	<p>The following information to be provided to the monitoring body:</p> <ul style="list-style-type: none"> • Performance data on day-to-day and void works • % of planned works that has been delivered through the in-house 			Commercial Director

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	YHG will continue to explore opportunities with High Peak and any other local opportunities to develop JV's, cost sharing vehicles or management agreements, these will only progress if the arrangement can add strength and value to the existing in house provision.	provision.			
7	<p>In accordance with the Group's Customer First methodology, develop and implement a YHG neighbourhood plan which will include a minimum financial investment of £73k per annum for at least 3 years.</p> <p>Consultation on the 2016/18 details and principles of the YHG neighbourhood plan with Moorlands Board.</p>	<p>Information on the progress in delivery of the plan.</p> <p>Task & Finish to be formed to support the development of the plan, including representation from SMDC Communities Team.</p>			Operations Director South
8	<p>In accordance with the YHG project to increase digital methods of interaction, Your Moorlands customers will be able to access the service via a digital platform including web chat, email, text and via the website and social media.</p> <p>In addition to these access points a base in the Staffordshire Moorlands will be retained that provides accessible services for tenants, whilst there is demonstrable need, for a period of no</p>	<p>Status of available methods of interaction to be provided to the monitoring body.</p> <p>Status of the base and footfall measure to be provided to the monitoring body.</p>			<p>Director of Your Response</p> <p>Commercial Director</p>

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	less than 2 years from the commencement of this Agreement.				

Where mention is made of the Services Committee in this agreement, this would also apply to any subsequent Committee of the Group Board that takes on the co-regulatory function which supersedes or replaces this Committee.

Where mention is made of a Customer Involvement Panel in this agreement, this would apply to any subsequent YHG recognised group that carries out the same function by any other name.

Remedy process

1. If issues arise in relation to progress with the Statement of Assurance then the remedy process will be, in order of escalation:
 - a. Initial discussion between the monitoring body and YHG at the appropriate level (depending on the nature of the problem). This could be officer, director or Group Committee or Board level. This will aim to provide an agreed approach to resolution in a reasonable timeframe. The agreed resolution and timeframe will be set out in writing following that discussion for the benefit of both parties.
 - b. If the outcome of (a) is not satisfactory within the agreed timeframe, the monitoring body may write to the Group Chief Executive outlining the issue and proposals for resolution and an indicative timescale for resolution.
 - c. If the issue cannot be remedied under 1(b) then the matter shall be placed on the agenda of the next meeting the YHG Common Board. This meeting will seek to agree a resolution to the matter in an agreed timeframe. The agreed resolution and timeframe will be set out in writing for both parties.
 - d. If the issue cannot be remedied under 1(c) then each Party will move forward to participate in conciliation. The issue will be referred to an independent expert who is to be agreed by YHG and monitoring body within 10 working days of the meeting date under 1(c).
 - e. The expert is entitled to make a decision as he/she thinks equitable having regard to all the circumstances. This may include the imposition of additional obligations on either or both parties as he/she thinks fit.
 - f. The expert's decision shall be final and binding.