

# **1. Specification – Hotel and Guest House Accommodation Framework Agreement**

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# 1. Introduction

- 1.1 Local authorities have a duty under homelessness legislation to take reasonable steps to help homeless applicants to prevent and relieve their homelessness. They will assess what their responsibilities are, which may include powers and duties to provide temporary accommodation to households experiencing homelessness. The Council has designated temporary accommodation which includes shared units and self-contained flats and houses. The Council currently commissions a Provider to manage this accommodation. The Council also refers households to domestic abuse refuges, supported accommodation and hostels.
- 1.2 Where there is no availability for the above temporary accommodation and no other accommodation available to the household, the Council may seek to use nightly hotel and guest house accommodation to accommodate the household. This can provide a flexible option to assist the Council to fulfil their homeless powers and duties at short notice and in emergencies.
- 1.3 The table below provides a snapshot of the total number of households experiencing homelessness in hotel or guest house accommodation at the end of each quarter from October 2022-September 2023.

	Oct- Dec 22	Jan- Mar 23	Apr- Jun 23	Jul- Sep 23
Snapshot of the total number of households experiencing homelessness in hotel or guest houses at the end of each quarter.	31	36	22	19

- 1.4 Between October 2022– September 2023 the Council placed 205 households experiencing homelessness into hotel or guest house accommodation. On average each week there were a total of 27 households in hotel or guest houses and the average length of stay was 36 days.

## 2. Scope of the Contract

- 2.1 The Council wishes to put in place a Framework Agreement where it can purchase rooms from approved hotel and guest house establishments (known therein as 'Providers') to accommodate households experiencing homelessness (known therein as 'Households'). This is accommodation only and no food is provided. The way this is done will be through a 'Call-off Contract' with approved Providers which means that the Council can book nightly rooms/accommodation without the need for a competitive process. This is to enable the Council to comply with its procurement duty as a public authority.
- 2.2 The Council does not wish to exclude hotels and guest houses in the District from participation in the Framework if they have exclusive commercial arrangements preventing direct booking with the Council. For this reason, organisations with exclusive booking arrangements with hotels and guest houses within the District may also apply to be Providers under the Framework Agreement.
- 2.3 Providers which enter into the Framework Agreement will be given the opportunity to accept orders from the Council to:
- Lot 1: Block book hotel or guest house nightly rooms for a specified period in the district
  - Lot 2: Spot purchase hotel or guest house nightly rooms in the district

- 2.4 Lot 1 and Lot 2 must be within Stratford-on-Avon District Council's boundaries.
- 2.5 The draft Framework Agreement provides details of how awards under the Lots will operate. The special considerations within the Framework Agreement will take precedence over the Pricing Schedules. This means that the Providers with the lowest prices in the Pricing Schedules will not always be considered first. The Council will consider the individual circumstances of the homeless applicant(s), any risks and mitigation measures, community concerns and numbers of existing homeless placements and proximity to each other and Providers' previous record of accepting or refusing bookings and submitting invoices on time.
- 2.6 Providers approved to go on the Framework will be contacted by phone to confirm acceptance of bookings. The Provider will either:
- Notify the Council immediately in that phone call that it is unable to fulfil the booking request (the Order), or
  - Notify the Council immediately in that phone call that it is able to fulfil the Order at which point it shall be deemed that the Provider accepts the terms and conditions attached to the Order, as provided in the Framework Agreement.
- 2.7 For block booking under Lot 1, the Council may invite Providers to submit a price as part of a mini competition to the Council. The Council will define the number/types of rooms required, the time period of the block booking and the timescale that Providers have to respond.
- 2.8 Where there are existing spot purchase bookings at the time the Framework Agreement is completed, they shall continue as if they had been made under the Framework Agreement and shall be subject to the terms of the Framework Agreement. Existing bookings shall continue at their current rates or the rates stated in the Framework Agreement, whichever are lower.
- 2.9 Prospective Providers should be aware that the Council may choose to verify information they submit through sources such as the Land Registry, Companies House, and the Bankruptcy/ Insolvency Register and through other council records such as those relating to council tax/business rates, licenses.
- 2.10 The Council regards this Specification as the minimum standard for this Service.

### **3. Statement of Requirements**

- 3.1 We are looking for Providers who can provide good quality accommodation under the Framework Agreement and accommodate households referred to them by the Council.

#### **3.2 Households Experiencing Homelessness**

- 3.2.1 Providers will be asked under the Framework Agreement to accommodate specific households (who may be single people, couples, or families).
- 3.2.2 Households may:
- Have dependent children or be pregnant
  - Have been a victim of domestic abuse
  - Be 16 or 17
  - Be under 21 and previously a looked after child

They may also be vulnerable as a result of:

- Old age
- Mental illness, learning difficulty or physical disability
- Having been looked after, accommodated, or fostered and are 21 or more
- Having been a member of the army, navy, or air forces
- Having served a custodial sentence
- Violence or threats of violence from another person
- Fleeing harassment
- Victims of trafficking and modern slavery
- Other special reasons, for example, individuals may have complex interrelated needs which can include drug and alcohol difficulties and offending

Households may have a combination of these factors.

3.2.3 The Council may exercise a power to accommodate individuals who have been verified as rough sleeping.

3.2.4 The Provider will be expected to take households with a range of needs. The Council will consider the dynamics of households in the risk assessment (see paragraph 3.5.1 below).

3.2.5 The Provider must not provide support or offer money to households. If the Provider has any concerns about the support needs of households, the Provider will notify the Council so we can make appropriate referrals for support.

### 3.3 **Working Relationship**

3.3.1 A good working relationship with the Council is essential to ensure successful delivery of the Service.

3.3.2 The Provider will be expected to attend meetings with the Council to discuss any requirements relating to spot purchasing or block booking arrangements as agreed with the Council. The housing manager will act as a point of contact for any queries around the Framework Agreement.

3.3.3 A member of the Housing Advice Team will act as a point of contact for all hotel or guest house placements.

### 3.4 **Management of the Hotel or Guest House**

3.4.1 The Provider will be expected to have sufficient staffing to manage the hotel or guest house accommodation.

3.4.2 The optimum is that the Providers be contactable 9am - 8 pm Monday-Sunday but we will consider tenders where their availability is different.

3.4.3 We are also interested in Providers that are able to offer an out of hours provision between 8pm - 9am.

3.4.4 The Provider will have sufficient operational management to oversee the day to day running of the hotel or guest house including any concerns about repairs and anti-social behaviour.

3.4.5 The Provider must have provision for households to contact an agreed person outside office hours if there is an emergency.

### **3.5 Hotel or Guest House Placements**

- 3.5.1 The Council will complete a risk assessment with every household to assess whether it is appropriate to consider a hotel or guest house placement. The risk assessment will not be shared with the Provider.
- 3.5.2 Where a Provider does not feel able to meet the needs of the household, they will provide reasons for the refusal. Providers must act reasonably in exercising any discretion to refuse a household referred to them by the Council. If the Council has concerns that the reasons for refusal are not reasonable, the Council will meet with the Provider to review whether the Provider is able to fulfil the requirements of the Framework Agreement and any actions to mitigate any risks or concerns. The Council may suspend a Provider's participation in the Framework for consistently refusing Orders for households for reasons the Council considers unacceptable.
- 3.5.3 When the Provider accepts an order, the Council will confirm in writing:
- The room number and address that the household will move into
  - The date the placement commences
  - Whether the room booking is provided on an ongoing basis, or a specific last night is given
  - Charges
- 3.5.4 The Provider will:
- Log the following details (so far as possible) – name, room number, hotel, or guest house, mobile phone number and email address of the household (if relevant), duration of placement.
  - Have appropriate IT security to ensure all households' user details are held securely in line with data protection requirements.
  - **Check and notify the Council within 24 hours if a household does not turn up for booked accommodation or is not occupying the accommodation.**
- 3.5.5 If the Provider is awarded a Lot 1 block booking Call-off Contract, the Council requires that any existing Housing Advice Team spot purchase room bookings (or part of those bookings) in the same guest house will end and convert automatically to block booking arrangements on block booking rates, where block booking rates are lower. The Provider should avoid relocating households to different rooms in order to comply with this requirement (to avoid disruption to the household and to Housing Benefit claims) but where this is necessary the Provider shall inform the Council immediately of the new room.
- 3.5.6 Unless the Council informs the Provider differently, when a household leaves a block booked room, the booking for any household in a spot purchased room of the same type will be terminated automatically and the household occupying the spot purchased room will immediately be accommodated on a block booked basis on block booking rates. The Provider should avoid relocating households to different rooms in order to comply with this (to avoid disruption to the household and to Housing Benefit claims) but where relocation to a different room is necessary the Provider shall inform the Council immediately of the new room.

### **3.6 Changing Rooms**

- 3.6.1 The Provider is not permitted to change the rooms unless it is done with the explicit consent of the Council. The Council must be notified before the Provider considers

changing the room that a household is occupying. The Provider must provide details of the date they are proposing the household will move and the new room number. This is essential so the Council can safeguard the household, and so Housing Benefit (or equivalent) can be notified of any change of address to prevent the claim terminating. The Council cannot agree an increased nightly rate for the new room because it is bound by the charges set out in the Provider's Pricing Schedule in the Framework Agreement.

- 3.6.2 If the Council serves notice on a booking, you must guarantee that the room remains available for the client until the check-out date/time agreed and will not be asked to vacate any earlier to accommodate other parties. This includes ensuring that the room will not be cancelled or amended to allow a private booking to take precedence.

### **3.7 Terminating a Hotel or Guest House Placement**

- 3.7.1 The Provider must terminate the hotel or guest house placement when requested to do so by the Council. Any placement cancellations the Council makes before 11am (for Lot 2 spot purchasing arrangements) should not incur any charge for that day unless the household leaves after the last check-out time and the room cannot be filled by another booking on that day only. Providers may invoice the council for late check out charges if the room is not filled. Households are asked to check out of the Hotel or Guest House by 11am.

- 3.7.2 The Council may place successive households in block booked rooms. The Provider will terminate household's placements in block booked rooms when instructed to by the Council. If the Provider does not terminate the placements and the room continues to be occupied by the household, the Council may reduce the amount payable to take account of the nights that the room(s) were not available for the Council to use for alternative placements.

### **3.8 Returning Keys and Removing Belongings**

- 3.8.1 It is the household's responsibility to return the keys and remove their belongings. They are advised that failure to do so will result in their belongings being disposed of. Please advise the Council within 24 hours if you have any issues regarding belongings being left or keys not being returned.
- 3.8.2 If a household checks out or abandons the room but leaves possessions in the room, these should be stored in a secure area of the building until the Council collects these. If the belongings are not collected by the household, the Council will arrange for them to be removed within 48 hours of the Provider requesting the Council to remove them. The Council will not pay for vacant rooms that are used to store a household's belongings. A record of possessions stored should be kept but any perishable food items should be disposed of. Any claims of lost or damaged possessions are the responsibility of the Provider, so the Provider may wish to photograph items as they have been left in the room before removing them for storage.
- 3.8.3 If a room is block booked and the Council terminates a placement in it, there is still the requirement to clear possessions from the room as outlined in 3.8.2 to enable the room to be used for an alternative placement. If the Provider does not remove the belongings and store them in a secure area of the building, arrange for the household to collect them or contact the Council to arrange for them to be removed, the Council may reduce the amount payable for the number of nights that the room was not available for alternative placements because it was storing a previous household's belongings.

### **3.9 Eviction**

- 3.9.1 If a household's placement has ended the Provider is responsible for ensuring the resident does not remain in the accommodation beyond the booked period. If the household refuses to leave the hotel or guest house, then the Provider is responsible for removing the resident from the accommodation. For block and spot purchased rooms (Lots 1 and 2) the Council will not be liable for any accommodation charges beyond the booked period. For Lot 1 block booked rooms the Council has the discretion to reduce the amount payable by the number of nights that the room was not available for alternative placements.

### **3.10 Hotel and Guest House Rules**

- 3.10.1 **House Rules** - Where a household is placed by the Council in a hotel or guest house the household (or its main applicant) is required to sign and agree to abide by the Guest House/Hotel Terms of Residence House Rules contained in Appendix A at the end of this Specification. The hotel or guest house must display a copy of the house rules in each room the Council books for households experiencing homelessness.
- 3.10.2 **Unacceptable Behaviour** - In circumstances where a household has breached the House Rules, the Provider should provide the Council with regular updates of the issues in the accommodation which could lead to them being asked to leave. The Provider is able to ask the household to leave, following discussion with the Council, for example where behaviour is not acceptable or manageable.
- 3.10.3 **Occupation of Room** - The household placed in the hotel or guest house is required to occupy the accommodation. The Provider must check daily and notify the Council within 24 hours if any member of a household is not occupying the relevant accommodation and must notify the Council if the household has had a relevant change of circumstances.
- 3.10.4 **Visitors** - Households are not permitted to have visitors at the Guest House/Hotel. The Provider must notify the Council if there are any issues regarding visitors.
- 3.10.5 **Breach of House Rules/ Behaviour** - Households are not permitted to have illegal drugs or alcohol or smoke on the premises. Abuse of any kind is unacceptable. Households must keep noise levels within a reasonable level. Any issues regarding any of the above or issues regarding other behaviour must be reported within 24 hours to the Council.
- 3.10.6 **Health and Safety** - Households are not permitted to bring any potentially hazardous or otherwise dangerous items or weapons into the guest house/ hotel. Households are required to keep their room clean and tidy and respectfully use communal areas. If a Provider has any issues or concerns about any items or the household not keeping the room in a suitable condition (or use of communal areas), prohibited cooking in the room (except the use of a microwave if provided) or wilful damage occurring, they should notify the Council within 24 hours.
- 3.10.7 **Parking** - The Provider must speak to households placed (if appropriate) regarding car parking arrangements. Households are not permitted to apply for visitors' or residents' permits.

3.10.8 **Children** – Households are not permitted to leave dependent children unattended in any rooms or public areas at any time. The Provider must notify the Council if there are any issues regarding children.

3.10.9 **Pets** – Households are only permitted to have Pets or other animals in rooms and other areas with the express permission of the Council and hotel/ guest house. Where permission is given dogs must not be left unattended and must be kept on leads in public areas. The Provider must notify the Council if there are any issues regarding pets.

3.10.10 **Support** - Households may be referred to other agencies for support. Where a household's support needs impact on the guest house or hotel's ability to perform their other duties or impacts on other guests, please liaise with the Council. We can explore how this can be resolved including moving the household to more suitable accommodation.

3.10.11 **Damage/ Loss** - In the very unlikely circumstances that there is any damage caused by the household the expectation is that the Provider will claim on their insurance. If any items get stolen or any crime occurs, this should be reported to the police and covered by the Provider's insurance.

### **3.11 Condition of Guest House or Hotel and Insurance**

#### **The information below confirms expectations of Essential Requirements**

##### **3.11.1 General Essentials**

- Locking bedrooms
- Ensuite bathrooms/ bathroom for their sole use
- Central heating in bedrooms
- Suitable lighting throughout the building
- Sufficient smoke alarms and carbon monoxide monitors throughout the building
- Secure rubbish bins provided

##### **3.11.2 Bedroom Essentials**

- Bed and bedding
- Storage for clothes
- Television
- Fridge
- Kettle
- Where children under 2 are accommodated as part of the household, there must be sufficient space in the room for households to bring a cot. The guest house must be able to provide access to a cot if required.

##### **3.11.3 Bathroom Essentials**

- Shower or bath with screen or curtain
- Toilet
- Wash basin
- Towels to be provided for each household member
- Basic toiletries on arrival (toilet roll, soap, shampoo, feminine hygiene products – if appropriate)

##### **3.11.4 Laundry and Cleaning**

- Bedding and towels should be changed at least once a week and new household members should get fresh items.



- Rooms occupied by the household should also be cleaned by the Provider at least once a week.
- The Provider will be responsible for keeping the communal areas clean and clear of hazards.

#### 3.11.5 Kitchen Essentials

- Facilities should be available for households to warm up food. Households should be allowed to eat their own food in their room or a communal area.

3.11.6 The accommodation will be furnished and decorated to a reasonable standard throughout.

3.11.7 The Provider will adhere to all local and national Health and Safety Regulations and standards of housing where applicable to the service category, including having in place a Health and Safety Policy (please see [Prepare a health and safety policy - HSE](#)). The Provider will follow the compliance advice outlined in 'A Guide to making your small paying-guest accommodation safe from Fire' (Home Office, March 2023) ([Making your small paying guest accommodation safe from fire - GOV.UK \(www.gov.uk\)](#)). This includes completing either the risk assessment checklist (page 31-36 of guide) or a Fire Safety Inspection Report.

3.11.8 The accommodation will have satisfactory up to date electrical safety certificates and gas safety certificates where appropriate and other relevant compliance documents including PAT testing. A copy of the certificates will be available for inspection purposes.

3.11.9 Smoke alarms and carbon monoxide monitors must be fitted, tested, and replaced as required (recommended replacement 7-10 years)

3.11.10 The Provider must be responsible for the repair and maintenance of the accommodation and replacement of such furniture and equipment where appropriate. This includes ensuring that all reasonable repairs having been carried out and that the accommodation is safe and free from hazards.

3.11.11 The Provider must agree to inspection by the Council's Private Sector Housing Team to ensure the property is in a safe and fit condition.

3.11.12 The Provider must remedy any defects identified by the Council's Private Sector Housing Team.

3.11.13 There must be valid insurance covering the guest house or hotel and its use for temporary accommodation and Council placements.

3.11.14 The property must comply with all relevant planning and building control legislation obtaining all necessary planning and building regulation approvals.

#### 3.12 Basic DBS Check

3.12.1 The proprietors of the hotel or guest house will obtain a satisfactory basic Disclosure and Barring Service ('DBS') check for themselves and if appropriate, for other staff who may come into contact with children or vulnerable adults and ensure this is up to date. The Council will request a copy of the DBS check for the proprietor of the hotel or guest house annually. This is to establish any convictions and conditional cautions considered to be unspent under the terms of the Rehabilitation of Offenders Act 1974. The Provider must disclose any unspent

convictions or conditional cautions. In the event that there is a disclosure since the DBS check or as a result of a DBS check the proprietor or a member of staff is found to have a unspent conviction, caution, pending prosecution, binding over order or other criminal record ('conviction') or refuses to disclose or complete a DBS check the Council may in its absolute discretion immediately remove the Provider from the framework and/or terminate any current orders.

### **3.13 GDPR and Data Protection**

- 3.13.1 The Council and the Provider agree to comply with their respective obligations under the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (including obligations relating to privacy notices and records of processing activities) and all relevant data protection legislation. Guidance on data protection requirements can be found on the Information Commissioner's Office website at [Guide to Data Protection | ICO](#). The Provider will keep all personal data provided to it by the Council or obtained from the household confidential, will store it securely and will only process that data for the purpose of fulfilling the Framework or Call-Off Contracts. Where required by the Council the Provider will enter into an agreement for the processing of households' personal data.
- 3.13.2 The Council and the Provider will provide all reasonable assistance to each other in responding to data subject requests (GDPR, Articles 15 – 22), conducting data protection impact assessments and providing any necessary notification to the Information Commissioner's Office and data subjects relating to a data breach. The reasonable cost of such assistance shall be borne by the party requesting the assistance. The Provider shall read any information relating to GDPR and Data Protection forwarded by the Council to increase awareness.
- 3.13.3 The Provider will inform households placed with them what information they hold about them and how long these details will be retained.
- 3.13.4 Households will be informed by the Council that they may be contacted for their feedback on the hotel or guest house accommodation but can choose to opt out of this.

### **3.14 Confidentiality**

- 3.14.1 The Provider shall maintain confidential information in accordance with the Framework Agreement.

### **3.15 Protection from Abuse and Safeguarding**

- 3.15.1 Any hotel or guest house proprietors and staff employed by the Provider must be safe and proper persons to ensure that households placed by the Council are safeguarded. The Provider and any staff will have professional relationships and will exercise professional boundaries with households placed by the Council. They will treat any households with respect, free from abuse and take action to safeguard households.
- 3.15.2 The Provider must operate in accordance with Warwickshire Safeguarding Children's Board Interagency Child Protection procedures, Warwickshire Interagency Safeguarding Adults Policy and Procedure and the Council

safeguarding policies and procedures as may be amended from time to time, and with any subsequent versions. Copies are available at:

<https://www.safeguardingwarwickshire.co.uk/>

3.15.3 Where the Provider or members of staff employed by them have any concerns about safeguarding issues, they must immediately notify the Housing Advice Team and discuss whether a referral should be made. The Provider may be required to attend safeguarding adults and children and Prevent duty training arranged by the Council.

### **3.16 Equalities**

3.16.1 Providers are required to comply with the terms of the Equality Act 2010 and they or members of staff employed by them should treat households fairly and without discrimination.

## **4. Invoicing**

### **4.1 Monthly Statements for block booked rooms Lot 1**

4.1.1 For block booked rooms Providers are required to provide monthly statements.

4.1.2 Accurate written statements need to be provided to the Council by the 7<sup>th</sup> of each calendar month (unless a different date is expressly agreed by the Council and confirmed in writing). Statements must include:

- The full name(s) (including surname) of each household placed by the Housing Advice Team at the Council (including all individual members of the household) occupying the hotel or guest house
- The period each household occupied the accommodation during the calendar month (arrival and departure dates)
- The number of nights that each household occupied the accommodation during the calendar month (in order to clarify what nights are included)
- The address of the premises they were occupying
- Any changes of address for households detailing the dates and number of nights at each address
- The nightly rate for each household

Any monthly statements should be sent to [homeless@stratford-dc.uk](mailto:homeless@stratford-dc.uk) at the Council.

### **4.2 Invoicing for block booked rooms Lot 1**

4.2.1 Invoices need to be provided on a monthly basis by the 7<sup>th</sup> of each calendar month, in advance for block bookings, (unless a different date is expressly agreed by the Council and confirmed in writing), for the following calendar month which include:

- Details of the hotel or guest house
- The amount of the invoice
- The number of rooms covered by the block booking
- The period the invoice is for

- Reference to the Providers block booking agreement (including the date it was entered into)

Invoices must be sent to [creditors@stratford-dc.gov.uk](mailto:creditors@stratford-dc.gov.uk) at the Council.

### **4.3 Invoicing for Spot Purchased Rooms Lot 2**

4.3.1 Invoices need to be provided on a monthly basis by the 7<sup>th</sup> of each calendar month (unless a different date is expressly agreed by the Council and confirmed in writing), for the previous calendar month which include:

- Details of the hotel or guest house
- The full name(s) (including surname) of each household placed by the Housing Advice Team at the Council (including individual members of the household) occupying the hotel or guest house
- The period each household occupied the accommodation during the calendar month (arrival and departure dates)
- The number of nights that each household occupied the accommodation during the calendar month (in order to clarify what nights are included)
- Any charges for late check out where the room has not been filled
- The address of the premises they were occupying
- Any changes of addresses for households detailing the dates and number of nights at each address
- The nightly rate for each household
- The total amount

Invoices must be sent to [creditors@stratford-dc.gov.uk](mailto:creditors@stratford-dc.gov.uk) at the Council.

## **5. Outcomes - Quality/Performance Requirements**

5.1 As part of the specification, the Provider is required to deliver on key outcomes which include:

- Complying with DBS, safeguarding, confidentiality, data protection, insurance, and other policy requirements.
- Responding immediately to booking requests from the Council (made within office hours).
- Rooms booked or placements terminated by the Provider the same day.
- Acting reasonably in terms of accepting households referred by the Council.
- Maintaining the accommodation in a safe, fit, and suitable condition in accordance with the requirements outlined in the specification.
- Providing any compliance documentation if requested
- Allowing the property to be inspected by the Council's Private Sector Housing Team to ensure the property meets the essential requirements of the specification and is of a suitable standard in a safe and fit condition.
- Remedying any issues identified by the Council's Private Sector Housing Team and providing further documentation if requested.
- Effective management of any issues that arise in the hotel or guest house.
- Notifying the Council within 24 hours (or the next working day if issues arise on a non-working day) if a person or a member of their household is not occupying accommodation or if there are any issues with the condition of premises, health

and safety, breach of house rules/behaviour, visitors, returning keys or safeguarding issues or any other matters of concern.

- Removing the household's belongings left in a room at the end of a placement, from the room and storing them in a secure area of the building, arranging for the household to collect their belongings/ contact the Council to arrange for them to be removed within 48 hours.
- Where the household's placement has ended but they refuse to leave then the Provider is responsible for ensuring the resident does not remain in the accommodation beyond the booked period.
- Submitting timely invoices in accordance with the payment provisions
- Other measures as identified by the Council.

5.2 If the Provider does not comply with any of the terms of the Framework and Call-off Contracts, (for example outcomes or essential requirements) and does not remedy this, there is provision to suspend the Provider's appointment under the Framework Agreement.

5.3 If the Provider is in breach of any material obligation, the Framework Agreement and Call-off Contracts have provision for termination of the Call-Off Contracts. If the Provider does not make available the rooms for the agreed period, the Provider will, upon demand of the Council, refund all (or, at the sole discretion of the Council, a proportion of) the monies paid by the Council under the agreements.

## Appendix A

### Accommodation Terms of Residence HOUSE RULES - Guest House/Hotel



**Housing Advice** – Accommodation has been provided in order for us to assist you with housing. You are required to remain in contact with the Housing Advice Team.

**Rent** – You are required to complete a Housing Benefit application, provide ID and proof of income within 48 hours of your placement.

**Use of Rooms** – You must report to your Housing Officer any nights you or a member of your household do not intend to use the room, anyone found not to be using the room without prior notice may have their placement ended. You are not allowed to cook in the room (except the use of a microwave if provided). If you need to use any of the Guest House/Hotel facilities, please speak to the proprietor. You are responsible for keeping your room clean and tidy and to respectfully use any communal areas.

**Drugs/Alcohol** – Illegal drugs/alcohol are not allowed on the premises.

**No Smoking** – Smoking is not allowed on the premises.

**Noise Levels** – Noise levels need to be kept within a reasonable level, if you can be heard outside of the room you are in, the levels will be considered unreasonable. Please give particular consideration to noise levels during unsociable hours.

**Protection from Abuse** – The Council has a zero-tolerance policy to abuse of any kind. Any abuse of Council, Guest House or Hotel staff, or other residents may result in police action and/or termination of your placement.

**Visitors** – The accommodation provided is for you and your household only. This means visitors are not permitted at the Guest House/Hotel.

**Parking** – Please speak to the proprietor to find out about parking. You are not permitted to apply for visitors or residents permits.

**Health & Safety** – You must not bring any potentially hazardous or otherwise dangerous items or weapons into the Guest House/Hotel. You have a responsibility to report any hazards, damage, or repairs. Any repairs or damage caused by you, or your household will result in a recharge if found to be wilful or intentional.

**Transfers** – On occasion we may need to move you to alternative accommodation at short notice.

**Children** – No dependent children can be left unattended in any rooms or public areas at any time.

**Pets** – Pets or other animals are only permitted in rooms and other areas with the express permission of the Council and Guest House/Hotel. Where permission is given dogs must not be left unattended and must be kept on leads in public areas.

**Support** – Where your support needs impact on the guest house or hotel’s ability to perform their other duties or impacts on other guests, you will be asked to engage with support or may be moved to more suitable accommodation.

**New information** – In order for the Council to assess or discharge duties under homelessness legislation and to safeguard you and other people in the hotel or guest house, you are required to disclose any relevant change of circumstance to the Council.

**Temporary accommodation Check-in Document** – You may be required to read and sign a Temporary accommodation Check-in Document on arrival at the hotel or guest house, prior to being allocated a room.

**Placement end** – You must check out of the Guest House/Hotel by 11am on the date we tell you. Please return the keys to the proprietor. It is your responsibility to pack and remove your belongings when your stay has ended. Failure to do so will result in your belongings being disposed of after one month.

**The Accommodation Terms of Residence House Rules are designed to ensure a safe and comfortable environment at the Guest House/Hotel.**

**Failure to adhere to these rules constitutes a breach of the conditions of your temporary residence there and may result in the loss of your accommodation and the Council’s duty to provide emergency accommodation.**

**By signing, you are agreeing to abide by these rules and that you understand the consequences of breaching them.**

**Your accommodation placement is conditional to you agreeing to and signing these rules.**

<b>Applicants Signature:</b>	
<b>Housing Advisor Signature:</b>	
<b>Placement details:</b>	
<b>Date:</b>	

SDC/2092/NOV23