

# **POLICY & PROCEDURAL HANDBOOK**

**March 2023**

The Policy Statements in this Handbook are reviewed by the Board.

The last review took place in: March 2023

The next review will take place in: March 2024.

The Procedural Guidance aspects of the Handbook are kept under review, and amended as and when necessary, by the relevant member of the Leadership Team.

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## Freebridge's Mission

To be a top performing provider of housing as measured by our customers, colleagues and stakeholders.

## The Freebridge Vision:

To provide quality homes and excellent services for current and future generations so that the people and communities of West Norfolk can thrive

## Key Objectives

Providing Excellent Customer Service

Creating Homes, Communities and Local Spaces to be Proud of

Playing our Part in a Balanced Local Housing Market

A Great Place to Work

Addressing the Climate Challenge

Strong, Sustainable and Innovative Business

## Appeals Policy: 1 Accountable Director: Customer & Communities

**Policy Statement:** Freebridge Community Housing aims to make decisions that are fair and consistent. Our procedures seek to assist us in making those decisions and we ensure that all our staff receive appropriate and regular training. We are committed to being open and accountable for our decisions. We also recognise that we may sometimes make a wrong decision.

We shall provide customers with a means to appeal certain, identified decisions that Freebridge make that affect the needs of those individuals concerned, and for which there are no alternative methods of appeal or redress.

### Procedural Guidance:

#### We shall:

Provide customers with:

- The reasons for any of our decisions in writing, in addition to any other form of relevant communication e.g. in person or by telephone.
- A means to appeal those decisions that we make that affect the needs of those individual(s) concerned, but only in the following situations:

A) Where a tenant disagrees with our decision to extend:

- A Starter tenancy up to a maximum of 18 months

B) Where a tenant disagrees with our decision to end a:

- Starter tenancy by way of a Notice under s21 of the Housing Act 1988
- Tenancy where we believe that security of tenure has been lost through the tenant not occupying the property as their only or principle home
- Tenancy which was provided for temporary accommodation, on instruction from the Local Authority, by way of a Notice under s21 of the Housing Act 1988
- Contractual tenancy by way of a Notice to Quit
- Demoted tenancy by way of a Notice under s21 of the Housing Act 1988

[The point of appeal will follow the decision to take this action but before Notice is serviced]

- Tenancy on the basis of mandatory Ground 8 (Schedule 2 Housing Act 1988) – 8 weeks rent arrears
- Tenancy because of anti-social behaviour using the Absolute Ground for possession, following breach of any of the relevant triggers

[The point of appeal will follow service of the Notice, but prior to the commencement of legal proceedings]

C) Where a tenant disagrees with our decision not to:

- Issue a new tenancy after a starter tenancy
- Issue a new, fixed term after the current term at the point of making the decision, and again at the point that a subsequent Notice under s21 of the Housing Act 1988 is served to bring the existing tenancy to an end
- Allow a mutual exchange
- Grant a new tenancy to a remaining tenant, after the joint tenant has given notice to end the existing tenancy
- Allow a tenancy to be assigned to another person
- refuse to add a household member onto a tenancy

D) Where an occupant disagrees with our decision (or our agent's decision) to:

- Terminate a licence agreement by way of a Notice to Quit

[The point of appeal will follow the decision to take this action but before Notice is serviced]

- Refuse to grant a new tenancy to an occupant who does not qualify for a Statutory Succession

E) Where an applicant disagrees with our decision:

- To refuse an allocation after an applicant has been referred or nominated to us
- On the type and/or length of tenancy offered

The Appeals process does not deal with any decision that we take in respect of any legal action in respect of anything not mentioned above, as this will be reviewed by the courts.

We have a separate [Complaints and Compliments policy](#) to deal with dissatisfaction with our services including the way we have handled any of the above. If a customer is both unhappy about a decision we have made (that falls into one of the categories above) as well as the way in which we have acted, the officer receiving the complaint will decide whether it is more appropriate to deal with the matter as an appeal or a complaint; in either instance both elements of dissatisfaction will be considered and acted on.

## **General Responsibilities**

### **We shall:**

- Ensure that we have given reasons for the original decision in writing, in addition to any other form of suitable communication such as via telephone
- Provide information regarding the appeals process, in the most suitable and accessible format for the customer
- Advise people of their right to appeal, the timescale for lodging an appeal and the process
- Take all reasonable steps to ensure that customers are suitably supported to access our appeals process

- Inform and work with support agencies or advocates as appropriate to assist a customers to access the appeals process
- Have a 2-stage appeal process that takes account of the need to urgently review some decisions
- Consider whether we should suspend the action/decision, we are taking at each stage of the appeal. We will take into account the impact both on the person who is appealing and others
- Ensure that anyone hearing the appeal was not involved in the original decision
- Remind anyone making an appeal that they can have an independent advocate at the stage 2 hearing
- Ensure that all staff and panel members receive appropriate training and advice to enable them to make robust decisions
- Take full account of a customer's individual circumstances when considering an appeal and reviewing our decision, with particular attention to the likely impact of our actions on the customer and any other member of their household, compared to the situation we are seeking to resolve

## How to make an appeal

- Any tenant/applicant (or someone with their authority and on their behalf) who wishes to appeal must do so within 10 working days of our original decision.
- The appeal can be made:
  - In person
  - In writing
  - Via e-mail
  - Via website
  - By telephone
  - By social media
- The tenant /applicant will be asked to give the reasons why they disagree with the decision and include any supporting evidence.

## How the appeal will be dealt with

### Stage 1

- Within one working day of receiving an appeal, we will look at the circumstances - including the effect on the person making the appeal - and decide if a review needs to take place immediately or if it is, appropriate to carry it out within 10 working days. We will acknowledge all appeals and confirm the timescale for making a decision within 3 working days.
- A senior manager who has not been involved in making or authorising the original decision will review the case and the reasons for the appeal. Where they need further evidence, and if practical, they will make contact with the person making the appeal and/or their advocate and/or other relevant agencies.
- The manager will inform the person making the appeal of their decision and reasons for making it as soon as is practically possible but not later than 10 working days after the appeal has been made. If the person making the appeal is not satisfied with the decision, they can request a hearing - Stage 2. The manager will inform the person making the appeal if the original decision is to be implemented or suspended if the appeal is to be progressed to Stage 2.

- The person making the appeal must request to progress to Stage 2 within 10 working days of being notified of the outcome of Stage 1.

## Stage 2

- A Director will arrange a face-to-face meeting with the tenant/applicant and/or person making the appeal on their behalf, within 5 working days of us receiving the Stage 2 appeal request. If the relevant service area Director is not available or if s/he has been involved in the original decision, another Director will consider the appeal.
- The tenant/applicant or any advocate acting on their behalf will be able to submit evidence and/or speak at the meeting. Any written evidence must be submitted at least 2 working days before the meeting. The Director will review all information (written/verbal) from the tenant/ applicant/ advocate and from the staff involved in the original decision.
- The Director will give a decision in writing within 5 working days of the meeting including reasons for the decision.

## Appeal Process Timetable

Appeal period following date of original decision	10 working days
<b>Appeal Received – initial review</b>	same day
Stage One outcome communicated to customer	10 working days
Stage Two appeal period following Stage One	10 working days
Stage Two outcome communicated to customer	10 working days

**Note:** The appeals process should be concluded within one calendar month of the appeal being made.

## Monitoring

- Leadership Team have a responsibility to maintain an up to date awareness and understanding of good practice, and the legislative & regulatory requirements, which impact on the decisions made within their service and the overall quality of services, provided.

This Policy shall be subject to a periodic review to ensure that it continues to reflect best practice, as well as relevant legislation and regulatory requirements.



## Compensation Policy: 2 (Amended: 5/6/23, 18/3/24) Accountable Director: Operations

**Policy Statement:** There may be times when it is appropriate for Freebridge to offer compensation to its tenants and leaseholders. This may be because we failed to provide the proper level of service, we made a mistake that took a long time to put right or because we needed to do something that would cause inconvenience or discomfort.

In providing suitable redress, we will offer a range of discretionary compensation in addition to the required statutory forms.

### Procedural Guidance

#### We shall:

- Acknowledge a customer's request for compensation **within 3 working days**.
- Ask for evidence to back up any claim where it is reasonable to do so.
- Communicate with the customer (s) seeking compensation **within 10 working days** to confirm what we will offer. If it takes longer to consider their request, we will keep the relevant person informed.
- If we cannot pay compensation, we shall explain our reasons.
- Where we are aware that a customer may be entitled to compensation, we will inform them.
- Consider whether compensation forms part of suitable redress when dealing with complaints

### 1. Statutory Compensation

There are certain circumstances in which we have a statutory obligation to pay compensation. These include:

#### Home Loss Compensation

Home Loss payments, made under the Land Compensation Act 1973 and The Home Loss Payments (Prescribed Amounts) England Regulations 2018, will be made to tenants who are required to permanently leave their home because of improvement or development works. The amount paid is set in the regulations, and any payment will be offset against any outstanding debt owed to Freebridge. Payment will only be made to tenants who have been resident in their home for a minimum of one year.

#### Disturbance Payment

Disturbance payments are made in accordance with the Land Compensation Act 1973, to compensate tenants for reasonable expenses associated with a required move, whether this is temporary or permanent. Tenants, who may not qualify for a Home Loss payment, can still receive a Disturbance payment. Each case will be assessed on its merits, and costs only directly related to the move will be considered, but may include:

- Disconnection and reconnection of appliances and utilities
- Mail redirection
- Redecoration

- Carpets
- Installation of adaptations and disability aids required where these are not already installed in the new home.

### Right to Compensation for Improvements

Most tenants may claim compensation for improvements they have carried out to their homes when they are leaving. Prior permission from Freebridge must have been obtained for a 'qualifying' improvement and customers can claim for the cost of materials and labour costs but not for appliances or their own labour.

The amount payable can be up to £3,000 though claims under £50 will generally not be considered. Payments will be adjusted for undue wear and tear or if any defects to the improvement exist at the end of the tenancy. Compensation is worked out based on the notional life of the improvement, divided by the cost of the improvement, minus the number of years left. E.g., Improvement costs £500 and notional life is 10 years, and the customer is moving out after 2 years.  $\text{£}500/10 \text{ years} = \text{£}50 \text{ per year}$ ;  $2 \text{ years} = \text{£}100$ .  $\text{£}500 \text{ cost} - \text{£}100 = \text{£}400 \text{ compensation}$ .

Any claims for compensation for improvements must be made in writing between 28 days before the actual end of the tenancy or up to 14 days after the tenancy has ended. Customers must be able to provide the original receipts or proof of financial transactions to be eligible for the compensation. The improvement must still be in good condition and full working order. See [Appendix 1](#).

### Right to Repair

Payments made under Section 96 of the Housing Act 1985, will be made to tenants when we fail to carry out a 'qualifying' repair that has been reported on 2 separate occasions within the published repair timescales, and the customer has allowed reasonable access to the property. A one-off compensation payment of £10 can be claimed, plus £2 for each day the repair continues to be outstanding up to a maximum of £50. This will not be payable if the delay is due to the availability of a non-standard part and the customer has been informed. See [Appendix 1](#).

## 2. Compensation for Quantifiable Losses

There may be occasions when it is considered appropriate for Freebridge to offer compensation to its tenants and leaseholders where they have incurred financial loss. In these circumstances costs must have been reasonably incurred and evidence of such loss will need to be provided.

### Compensation for Loss of Service

Compensation may be considered where a customer experiences the loss of a service. Examples may include, but are not limited to:

- Failure of services covered by a fixed service charge (calculated on the basis of the charge payable for the duration the service was not provided/available)

Variable service charges will not typically be compensated in this way, with the following year's charge amended instead to reflect the period of service failure.

### Compensation for Leaseholder Rent Loss

A claim for Compensation will be considered where the terms and clauses of a lease allows for the provision of rent loss, and where a leaseholder is unable to directly or indirectly occupy their property as a result of the action or inaction of Freebridge as the

Freeholder. The criteria within the lease must be met and explicit in the terms of the agreement.

Where the lease does not allow for rent loss, this may still be considered on a case by case basis on its merits, also FCH liability will be considered in the matters leading to the rental loss compensation claim.

### Compensation for Financial Loss

Compensation will be considered when a customer has incurred a quantifiable financial loss/cost because of our actions or inactions. Standard losses and associated payments are set out at **Appendix 2**.

In addition, compensation will be given for damage caused by Freebridge or a contractor acting on our behalf when carrying out repairs or maintenance to a customer's home. See also *Home Contents Insurance*.

### 3. Discretionary Compensation

In addition to addressing any financial losses, there are some circumstances in which additional discretionary compensation will be awarded, in consideration for the impact that an issue has had on a customer.

#### Performance Failures

A one-off payment of £25.00 will be made in acknowledgement of:

- poor complaint handling/failing to adhere to our Complaints Process
- failure to meet target response times/service standards
- where unreasonable time is taken to resolve a reasonable request

#### Goodwill Gesture

At all times our intention is to provide the correct service at the right time. Where we fail to do this, our priority will always be to put this right as soon as possible. In some exceptional circumstances and at our discretion entirely, a goodwill gesture may also be considered where we have made an error, or provided poor service, as an apology.

Goodwill gestures are generally in the form of a token, usually flowers or a gift voucher, and would not normally exceed £50 in value.

#### Stress/Inconvenience

Compensation payments for delay and distress will be made based on the level of Freebridge's responsibility for the inconvenience and the impact on the customer. Standard payments are set out at **Appendix 3**.

#### Home Contents Insurance

Tenants will be advised at the start of their tenancy of the importance of home contents insurance and any favourable schemes that can be accessed by Freebridge tenants.

We will only consider discretionary compensation in the event that staff action or inaction has caused damage to a customer's personal belongings. In all other insured situations, such as

flood, fire, theft etc. where damage is caused, compensation should be sought through insurance.

### **Situations where compensation will not be considered**

These include, but are not limited to:

- claims for personal injury
- claims for damage caused by circumstances beyond our control (e.g. through storm or flooding)
- problems caused by a third party not working for Freebridge

This also includes instances where any damage is covered under contents insurance – see also *Home Contents Insurance*.

### **Third Parties**

We will ensure that all contractors carry Public Liability Insurance. Where a claim is made in respect of personal injury, damage to possessions or other financial loss alleged to have been caused by a contractor's negligence, Freebridge will compensate the customer directly, and then seek to recover the costs from the contractor.

### **Accessing compensation**

- Claims for compensation can be made in the following ways:
  - In person at our Offices
  - In writing
  - Via e-mail
  - By telephone
- Acceptance of an offer of compensation will be considered as full and final payment
- Discretionary compensation will not usually be paid when a customer is, or intends to, take legal action or where an insurance claim is pending.

### **Monitoring and reporting**

- We will monitor the reasons for compensation claims and the amounts paid out and use this information to consider improvements to our services.
- We will review our compensation levels to ensure that they continue to meet statutory requirements.

### **Appendix 1 Improvements, which qualify under the 'Right to Compensation for Improvements';**

<b>Improvement</b>	<b>Notional Life (years)</b>
Bath or shower, wash-hand basin and toilet	12
Kitchen sink and work surfaces for preparing food	10
Storage cupboards in bathroom or kitchen	10
Central heating, hot water boilers and other types of heating	12
Thermostatic radiator valves	7
Pipe, water tank or cylinder insulation	10
Loft and cavity wall insulation	20

Draught-proofing of external doors or windows	8
Double-glazing or other window replacement or secondary glazing	20
Rewiring, or the provision of power and lighting or other electrical fittings (including smoke detectors)	15
Security measures (excluding burglar alarms)	10

Defects, which qualify under the 'Right to Repair';

Defect	Maximum Response Time (working days)
Total loss of electrical power	1
Partial loss of electrical power	3
Unsafe power (including lighting socket or electrical fittings)	1
Total loss of water or gas supply	1
Partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 30 April and 1 November	3
Blocked or leaking foul drain or soil stack	1
Toilet not flushing (if no other working toilet)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock on ground floor	1
Loose or detached banister or handrail	3
Rotten timber flooring or stair tread (making safe)	3
Door Entry phone not working	5
Mechanical extractor fan in internal kitchen or bathroom not working	5

Appendix 2 Standard Loss Payments

Situation	Payment/Calculation
Failure to attend appointment by either Freebridge staff or contractor	£20, cannot be claimed if advised at least 24hrs in advance that the appointment is cancelled. * Plus, loss of wages as applicable for time taken to provide access
Missed re-scheduled appointment	£25 *
Further missed appointments for the same job	£50 per missed appointment *

Loss of heating and/or hot water (between 1 September and 30 April)	£20 per week, per household after the first 7 days
Loss of cold/drinking water (where we are responsible for the loss)	£20 per week, per household and a minimum of 2 litres of water per customer.
Meal allowance when there has been a <b>complete</b> loss of cooking facilities	£20 per day for adults and £10 per day for children
Uninhabitable rooms (Habitable rooms considered to be Living Room, Dining Room and Bedrooms)	Calculated on the number of rooms affected as a proportion of the total no. of habitable rooms, the weekly rent and the duration e.g., 1 room effected out of 4 habitable rooms Weekly Rent £90; £90 / 4 x 1 = £22.50 for every week effected
Cost incurred in operating additional temporary heating, drying or dehumidifier equipment required to rectify a property fault	Paid in accordance with customer's energy tariff and the duration of usage

\*To qualify for a missed appointment payment, the customer must have been available to allow access during the appointment time and agreed the appointment in advance.

### Appendix 3

#### Payment to recognise distress and inconvenience

Impact on Customer				
Level of Freebridge Responsibility	No Impact	Low Impact	Medium	High
None	£0	£0	£0	£0
Partial	£0	£25	£100	£175
Full	£0	£50	£175	£250

**Low impact:** The complaint has been upheld but there has not been significant inconvenience or distress caused. Impact has been no more than a reasonable person could be expected to accept and the compensation is a token in acknowledge of Freebridge's responsibility.

**Medium impact:** Inconvenience and/or distress has clearly been caused as a result of a failure in service. A repeated failure of a low impact event could result in the impact being increased to a medium impact.

**High impact:** A serious failure in service has taken place. This could either be due to the severity of the event or a persistent failure has occurred over a prolonged period of time or an unacceptable number of attempts to resolve the complaint have failed.

Payments should take into account the level of stress, anxiety, frustration, uncertainty and inconvenience caused. This will include the severity, length of time, number of people affected and their individual circumstances.

## Complaints and Compliments Policy: 3 (Amended 29/4/24, 26/7/24) Accountable Director: Operations

**Policy Statement:** We will rectify problems promptly, efficiently and sensitively and in accordance with the Housing Ombudsman's Complaints Handling Code. Compliments allow us to identify best practices across Freebridge and recognise individuals who are delivering exemplary customer service.

Freebridge is committed to increasing satisfaction through delivering an excellent service. We will identify potential improvements through the complaints process and through collecting and monitoring customer compliments. We value complaints and compliments as they enable us to learn, improve, and deliver services, which increase customer satisfaction.

### Procedural Guidance:

#### We shall:

- Recognise problems.
- Rectify the problem promptly, efficiently and sensitively.
- Identify potential improvements.
- Try to resolve issues before they become formal complaints.
- Ensure that there are no adverse effects to the customer as a result of making a complaint or comment.
- Monitor complaints and compliments through quarterly reports, identifying any areas for improvement.
- Provide feedback to customers on complaints and compliments received, appropriate actions, learning and improvements through a range of methods.
- We will also provide an overview of complaints and compliments received throughout the year in Freebridge's annual report to tenants.
- Ensure all Freebridge employees understand the importance of complaints, and compliments for increasing satisfaction and continuous improvement, and are aware of their role in capturing, collating and responding to these.

### Definition of a Complaint

We define a **complaint** as:

*An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.*

Customers do not need to use the word 'complaint' or formally request that a complaint be raised in order for their concern to be dealt with as such; our employees will maintain an awareness of the difference between a request for service and a complaint and be empowered to act in the best interests of a customer to escalate a matter to complaint status proactively.

We define a **request for service** as:

*A request from a resident to Freebridge requiring action to be taken to put something right. Where a resident raises dissatisfaction with the response to their service request then a complaint will be raised instead.*

**Examples of complaints made include, but are not limited to, the following:**

- When we have not met our Service Standards
- When we have not done something we should do
- When the customer is unhappy with a decision or action (if this decision or action is outside of an agreed policy to provide a service)
- When the customer is unhappy with the attitudes and behaviours of our employees or contractors.

**What we consider not to be complaints:**

In a limited amount of circumstances, and only where a customer has an alternative method of redress such as in the following circumstances:

- Matters that have already been considered under our Complaints policy; where the matter remains the same but the timeframe in which the issue occurred falls after the period which was originally considered, then a new complaint will be raised.
- Complaints about anti-social behaviour or nuisance by Freebridge tenants. Such complaints will be handled by a separate [Anti-social Behaviour policy](#) and procedure. However, if the complaint is about the way in which the nuisance has been handled then this will be covered by our policy. [See also 'Anti-Social Behaviour and Complaints'](#)
- Initial requests for a service or information, for example initial reporting of a repair. However, when we fail to meet our service standards this will be covered by our policy.
- Complaints where legal action is already taking place or a decision has been made by the court. This does not apply to the initiation of the Pre-Action Protocol for Housing Claims. A complaint will be considered at any stage of the protocol and be considered as a form of Alternative Dispute Resolution, right up until legal proceedings have been issued.
- Complaints about our decision to end a starter tenancy; refusal to offer a tenancy after an applicant has been referred or nominated to us; a tenancy review; refusal of a mutual exchange – these would be dealt with under our [Appeals policy](#). However if the complaint is about the way in which the process has been handled then this will be covered by this policy.

In the event that we do not accept a complaint we will provide the customer concerned with a response detailing the reasons for this; if a customer wishes to challenge our decision not to accept a complaint they may contact the Housing Ombudsman who will review the matter – and where appropriate will instruct us to take on the complaint.

**We treat the following as compliments:**

When we have received a formal recognition of good service provided by a Freebridge employee or employees.



## Scope

Our Complaints and Compliments Policy is available for all of our Customers; although not exhaustive, this includes:

- Tenants (current or former)
- Shared Owners (current or former)
- Leaseholders (resident or non resident)
- Applicants for our properties

## Contacting us

Complaints, comments and compliments are important to us as they help us improve our services. People can contact us in the following ways:

- In person at any of our offices,
- By phone 03332 404 444, option 5,
- By e-mail [feedback@freebridge.org.uk](mailto:feedback@freebridge.org.uk),
- By writing to us at Juniper House, Austin Street, King's Lynn, Norfolk, PE30 1DZ,
- Via the Tenant Web Portal - once they have registered tenants will be able to send a comment/complaint directly to us from here as well as report a repair and view their rent statement, and
- Via our social media accounts

When complaints, comments and compliments are made to us via social media we will correspond with the customer via direct messaging and seek to move the matter offline as soon as we are able to ensure privacy is maintained.

In addition to making contact with Freebridge customers can also contact the Housing Ombudsman Service direct at any time and speak to their dispute support advisors who will provide assistance throughout the life of a complaint. The Housing Ombudsman contact details are provided further below.

## Representation

Complaints submitted by a third party or representative will be handled in line with this policy, after the necessary consent has been obtained from the customer concerned.

Where enquiries are made on behalf of a customer by a local councillor or Member of Parliament, and where the nature of the enquiry meets the definition of a complaint, the matter will be dealt with in accordance with this policy.

Customers wishing to make a complaint can choose at any stage in the process to have a representative deal with their complaint on their behalf, which includes attendance at any relevant meeting.

## **Reasonable Adjustments**

Our **Belonging Policy** sets out our commitment to developing an organisational culture which values people from all sections of the community, and creates an inclusive environment in which everyone has a fair and equal chance to be successful.

In the context of this Policy, we are committed to ensuring that all of our customers are able to access our Complaints and Compliments service, and will seek to make reasonable adjustments to do so.

Reasonable adjustments will depend on individual need but may include things such as:

- provision of auxiliary aids
- provision of information in alternative formats (e.g. large print, Braille, coloured paper etc.)
- allowing extra time for customers to make a response
- use of email or telephone in preference to hard copy letters
- use of plain English or Easy Read service
- communication through a representative or intermediary
- rest or comfort breaks in meetings

Customers can request reasonable adjustments or additional support at any point during the process; where we are aware that a customer may require a reasonable adjustment we will seek to provide these proactively.

## **Anti-Social Behaviour and Complaints**

When a customer is unhappy about the way in which we are dealing with a case of anti-social or nuisance behaviour, in the first instance we will always look to address this through discussions between the Tenancy Advisor handling the case and the customer concerned. Where a customer remains unhappy with the action being proposed/taken, they can ask for the case to be reviewed by the Head of Housing and Community Services. If the correct criteria is met, customers will also be informed of their ability to activate the Community Trigger – more information is provided in our Anti-Social Behaviour, Harassment and Hate Crime Policy.

We will not usually progress dissatisfaction regarding handling of an anti-social behaviour case via our complaints process, until a final decision or outcome on the case has been reached, or following a case review by the Head of Housing and Community Services. At this point and if the customer remains unhappy then the matter will be formally recorded as a complaint and be covered by this policy.

## **How the Complaint will be dealt with**

When it is established that an enquiry is a complaint rather than a request for service, or when the colleague receiving the enquiry considers that it meets the definition of a complaint, the matter will be passed immediately to our Customer Complaints Team, for escalation to Stage 1.

## Stage 1

Within **five working days of receipt** you will receive direct contact from the Customer Complaints Team to discuss your complaint, followed by an acknowledgement letter and compliments comments and complaints leaflet. The stage 1 complaint response will be **10 working days** from the date of the acknowledgement letter.

- When the investigation takes longer, you will be kept fully updated of progress; in any event this will not exceed a further **10 working days** without good reason. The Complaints Team will write to you informing you if an extension is necessary in order to fully investigate your complaint.
- The Customer Complaints Team will carry out an investigation into the complaint, in conjunction with the appropriate departments and managers.
- As part of the investigation process the Complaints Handler will make direct contact with you to understand the nature and the content of the complaint fully. The format for this is not prescriptive, however the Complaints Handler must ensure that they have engaged with you to fully understand your concerns before a conclusion is reached and the Stage #1 outcome letter is sent. Where the complaint concerns, or involves other members of staff, then the Complaints Handler must also engage with each member of staff.
- The Customer Complaints Team will then write to you with the outcome of the investigation into the complaint, striving to resolve the matter at this stage wherever possible.

## Escalation to Stage 2

If the complainant is still unhappy about how their situation has been dealt with, they can ask for their complaint to be progressed to the second stage of our process **within 60 days of the date of the decision at Stage 1**.

In a limited amount of circumstances we may refuse to escalate a complaint to Stage 2. These are set out below:

- Matters that have already been considered under our Complaints policy.
- Complaints about anti-social behaviour or nuisance by Freebridge tenants. Such complaints will be handled by a separate [Anti-social Behaviour policy](#) and procedure. However, if the complaint is about the way in which the nuisance has been handled then this will be covered by our policy. **See also 'Anti-Social Behaviour and Complaints'**
- Initial requests for a service or information, for example initial reporting of a repair. However, when we fail to meet our service standards this will be covered by our policy.
- Complaints where legal action is already taking place or a decision has been made by the court.
- Complaints about our decision to end a starter tenancy; refusal to offer a tenancy after an applicant has been referred or nominated to us; a tenancy review; refusal of a mutual exchange – these would be dealt with under our [Appeals policy](#). However if the complaint is about the way in which the process has been handled then this will be covered by this policy.

In the event that we do not agree to escalate a complaint we will provide the customer concerned with a response detailing the reasons for this; if a customer wishes to challenge our decision not to accept a complaint they may contact the Housing Ombudsman who will review the matter – and where appropriate will instruct us to take on the complaint.

## **STAGE #2**

Within a **maximum of 5 working days of receipt of a request to escalate** you will receive contact from the Customer Complaints Team, followed by an acknowledgement letter and leaflet.

At Stage 2 the complaint will then be reviewed by a Head of Service not previously involved in the original complaint.

As part of the investigation process the relevant Head of Service will make contact with you to understand the nature and the content of the complaint fully. The format for this (i.e. meeting, telephone call etc) is not prescriptive, however the Head of Service must ensure that they have engaged with you to fully understand their concerns before a conclusion is reached and the Stage Two outcome letter is sent. Where the complaint concerns, or involves other members of staff, then the relevant Head of Service will also engage with each member of staff.

The Head of Service will write to you with their final decision **within 20 working days** of Freebridge being asked, and agreeing, to escalate the complaint to this stage.

When the investigation takes longer, you will be kept fully updated of progress; in any event this will not exceed a further **20 working days** without good reason or without your agreement.

## **FURTHER OPTIONS**

If you remain unhappy with the response following the second stage of our process, you can take your complaint to the Housing Ombudsman.

The contact details for the Housing Ombudsman Service are:

Online complaint form: [housing-ombudsman.org.uk/residents/make-a-complaint/](https://housing-ombudsman.org.uk/residents/make-a-complaint/)

Telephone: 0300 111 3000

(Phonelines are open Monday to Friday 9am to 5pm). Lines will be closed for staff training every Thursday from 3.30pm to 5pm.

Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

Postal address:

Housing Ombudsman Service,

PO BOX1484

Unit D Preston

PR2 0ET

Or the Financial Ombudsman, if the complaint relates to Debt Advice or Finance Conduct Authority Matters, their address is:

Financial Ombudsman Service Exchange Tower  
Harbour Exchange  
London  
E14 9SR

020 7964 1000 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

For Leaseholder and Shared Owner customers, leasehold disputes (such as those regarding service or administration charges, leasehold management etc.) can also be considered by the First-tier Tribunal (Property Chamber), they can be contacted at:

Residential property: Eastern region  
Cambridge County Court  
197 East Road  
Cambridge  
CB1 1BA

01223 841 524 [rpeastern@justice.gov.uk](mailto:rpeastern@justice.gov.uk)

### **Complaints reviewed by the Housing Ombudsman**

In the event that a complaint is reviewed by the Housing Ombudsman, any subsequent determination letter and accompanying reports will be provided to the Board and the Customer Voice Panel for scrutiny.

#### **Monitoring and Feedback:**

Complaints and compliments are monitored on an ongoing basis to ensure learning opportunities are identified, implemented and embedded to improve services. We will also undertake case closure satisfaction surveying with customers to better understand how we can continually improve our process.

A quarterly report is provided to the Board and the Customer Voice Panel, which is also made available on our website.

Annually we will review the Ombudsman's Landlord Performance Report along with our own compliance with the Ombudsman's Complaint Handling Code, to make further improvement to our services.

**Policy Statement:** To increase customer satisfaction through all the activities we deliver and the way in which we deliver these activities.

Delivering customer satisfaction is the purpose of everything that we do. We are committed to ensuring our tenants are satisfied with their homes and the services that they receive from us, and we will maximise our available resources, and empower and support our employees to achieve this.

We will deliver customer satisfaction around our established framework of Ask, Listen, Act and Learn.

**Procedural Guidance:**

**We shall:**

- Meet the needs of our customers, by ensuring that we are easy to do business with.
- Listen to our customers by providing a range of meaningful opportunities for customer feedback, which enable us to, where appropriate, adjust and improve the services we provide.
- Provide ongoing and consistent feedback, ensuring customers feel informed and engaged.
- Recognise customers are individuals and treat them as such, providing a personalised, solution-focused customer experience.
- Understand that excellent customer service is the responsibility of everyone and provide all employees with the tools to deliver a high standard of customer service; and
- Continue to improve our customer service, and keep our customers updated of what we are doing to meet, and exceed, their needs.

**Monitoring and Feedback:**

- Monitor Performance.
- Report to the Board.
- Out and About Visits.
- Customer Surveys.

We will deliver customer satisfaction around our established framework of Ask, Listen, Act and Learn.

## Dealing with Unreasonably Persistent Complainants and Abusive Individuals Policy: 5

### Accountable Director: Customer & Communities

**Policy Statement:** All complainants have equal opportunity to express themselves through our complaints procedure; these will be dealt with fairly. However, we shall protect our colleagues from any abusive behaviour, unnecessary distress and requests that waste Freebridge's resources.

Freebridge is committed to dealing with all complaints fairly and to providing a high quality service to those who make them. On very rare occasions, there are a small number of people who, because of the frequency of their contact hinder the consideration of other people's complaints. These are referred to as 'unreasonably persistent complainants' and we will take action to limit their contact with our colleagues.

Delivering an excellent customer service is a priority for our colleagues and in doing so we do not expect them to be the subject of abusive behaviour. This includes intimidating, aggressive, and threatening conduct. When this occurs, we will, again, take action to limit these individuals' contact with our colleagues.

#### **Procedural Guidance:**

We define an unreasonably persistent complainant as someone who:

- Continues to make the same or very similar complaint once the complaint process has been completed, or
- Continues to make a complaint that we do not consider is one, or
- Makes repeated complaints, all of a similar nature and refuses all attempts by Freebridge to reach a satisfactory conclusion.

We define an abusive individual as someone who:

- Behaves in such a way that is verbally or physically abusive, and whose behaviour causes unnecessary distress to an employee. This includes intimidating, aggressive and threatening conduct.

We recognise where complainants are vulnerable and we make reasonable adjustments.

**We shall ensure:**

- All complainants have equal opportunity to express themselves through our complaints procedure.
- The complaints procedure is not open to abuse.
- Those dealing with complaints are using their time valuably.
- Our employees are not subject to abusive behaviour which causes them unnecessary distress. This includes intimidating, aggressive and threatening behaviour.

All complainants have equal opportunity to express themselves through our complaints procedure; these will be dealt with fairly. However, we shall protect our staff from any abusive behaviour and unnecessary distress.

**Restrictions likely to be imposed:**

- Requesting contact in a particular form (for example letters only).

- Requiring contact to take place with a named employee.
- Restricting telephone calls to specified days and times.
- Restricting access to our office, and/or
- Asking the complainant to enter into an agreement about their future contacts with us.

### **How the process works:**

Each case is considered on its own merits and a decision will be reached by the Director of Customer & Communities who will:

- Assess each case carefully
- Write to a persistent complainant or abusive individual
- Communicate what action we will take
- Communicate how they can appeal

Appeals against the decision to deal with an individual in accordance with this procedure should be considered by another Director not originally responsible for the decision. The customer can make an additional written submission and will then be informed of the decision within 10 working days of the appeal being made.

New complaints from people who have come under the Unreasonably Persistent Complainants' and Abusive Individuals Policy will be treated on their merits.

### **Monitoring:**

Restrictions will be monitored by the Director of Customer & Communities every 6 months. Should the complainant continue to persist with the complaint after a case has been closed, termination of contact with that individual will be considered.

On a day-to-day basis, the Director of Customer & Communities will be responsible for establishing appropriate complaint systems and processes are in place to ensure activities are well managed and controlled.



**Policy Statement:** Freebridge is committed to developing a culture of belonging; where all colleagues are provided with a positive, inclusive, safe working environment, that enables each colleague to reach their potential and deliver outstanding services to its customers.

Board and the Leadership Team are committed to upholding not just the legal aspects of complying with the Equality Act, but morally to provide all colleagues with a 'Great Place to Work' by creating an environment where all colleagues receive equitable treatment, respected and are heard.

The Leadership Team will review colleague engagement results to determine the impact of belonging initiatives.

The Leadership Team recognise that a culture of belonging requires proactive engagement with colleagues and as such will provide all colleagues with:

- Lived Experience Forums; safe learning environments to provoke conversation and enable understanding to develop our culture of belonging and prevent discrimination
- Volunteering opportunities to support activities within the community (including attending Out and Abouts) and other charities.
- A voice to share their views that can positively influence people policy/processes to enable all colleagues to be 'themselves at work'
- Decisive action to address any reported forms of discrimination within the workplace
- Equitable access to development opportunities for all colleagues
- Values and a behavioural framework to ensure continual development of our culture of belonging (as detailed within My4 process)

### **Procedural Guidance:**

#### **We shall:**

- Ensure that there is an inclusive working environment.
- Develop a culture where people will want to work – making diversity a part of the day job.
- Ensure that diversity is high profile within the organisation and that it is led by the Chief Executive and supported by the Board and Leadership Team – individuals will be encouraged to take a lead on specific aspects of diversity that are relevant or of interest to them.
- Regularly review its approach to embracing diversity.
- Take a value-based approach to diversity – in particular promoting Working Together.
- Adopt a zero tolerance policy towards discrimination on the basis of age, disability, ethnicity/race, gender/sex, religion/belief, sexual orientation, gender reassignment, pregnancy & maternity and marriage/civil partnership or any other characteristic protected by applicable law.
- Encourage more understanding and focus around diversity.
- Encourage people to "be themselves" at work.
- Promote an environment where diversity feels more exciting and there is a feeling of fairness and inclusion.
- Engage with staff to keep them up to date with the latest thinking.
- Be aware of all forms of discrimination in its operations, activities and dealings with communities and strive to eliminate them.

- To provide services that meet the diverse needs of our tenants.
- Provide choice, access and quality of services that meet the diverse needs of customers and the communities in which we work.
- Take prompt responsive action in all cases of harassment and conflict.
- Work towards promoting better understanding and integration in our communities.
- Comply with our regulatory and legal equality responsibilities as a minimum.
- Understand the outcomes required by the approach taken within this policy.
- The policy links closely with the following policies, [Anti-Social Behaviour and Hate Crime](#), [Domestic Abuse](#) and [Safeguarding of Children and Young People](#).
- Make staff, tenants and stakeholders aware that diversity is one of our core values
- Make decisions in a fair and open manner.

Freebridge are committed to developing an organisational culture which values people from all sections of the community. This involves creating an inclusive environment that builds on everything that makes people unique and gives everyone a fair and equal chance to be successful.

Freebridge will encourage more understanding and focus around diversity, encourage people to be themselves at work, to promote an environment which feels more exciting, fair and where all staff are included.

**We shall** engage with staff to:

- Keep them up to date with the latest thinking.
- Increase awareness of all forms of discrimination in our operations, activities and dealings with communities and strive to eliminate them.
- Provide services that meets the needs of our tenants.
- Provide choice, access and quality of services that meet the diverse needs of customers and the communities in which we work.
- Take prompt responsive action in all cases of harassment and conflict.
- Work towards promoting a better understanding and integration in our communities; and
- Comply with our regulatory and legal equality responsibilities.

**Policy Statement:** The main objective of this policy is to reduce the risk of an outbreak or spread of fire, to provide adequate means of escape and demonstrate preventative action. To maintain documentation and records in respect of fire safety management.

At Freebridge we are a responsible landlord and employer and take our responsibilities towards fire safety very seriously. We have developed policy procedures and plans to help us comply with our legal obligations to tenants, colleagues, and visitors under the Regulatory Reform (Fire Safety) Order 2005 the Fire Safety Act 2021, the Fire Safety (England) Regulations 2022 and The Building Safety Act 2022.

This policy forms part of our wider organisational commitment to driving a health and safety culture amongst staff and contractors (as defined within our health and safety policy).

**Procedural Guidance:**

This policy is supported by our fire safety management plan detailing all aspects of the management of fire risk.

We aim to give and maintain the highest priority to the health and safety of all staff and to carry out its operations without creating an unacceptable risk to human health. We will therefore do all that is reasonable to prevent injury and to protect everyone from reasonably foreseeable work hazards, including all those who may come into contact with the organisation, as required by relevant legislation.

There have been many legislative changes relating to fire safety following the Grenfell Tower tragedy in 2017. FCH has this under continuous review and will ensure we continue to provide a full and appropriate response, including how we engage with customers on fire safety concerns. This policy will be amended accordingly as changes occur. The Regulatory Reform (Fire Safety) Order 2005 which came into force in October 2006 has been reviewed and additional legislation produced to support it. The Fire Safety Act 2021 and Fire Safety (England) Regulations 2022 have now come into effect, and these are further supported by The Building Safety Act 2023.

The promotion of effective health and safety practice is the responsibility of all staff. Freebridge has the following objectives in relation to health, safety, and welfare.

**We will:**

- Develop arrangements to minimise the risk to human life associated with fire. These will be contained and communicated in one fire management plan
- Reduce the risk of an outbreak of fire
- Reduce the risk of the spread of fire
- Provide adequate means of escape
- Demonstrate preventive action

- Engage with tenants over fire matters and outstanding Fire Risk Assessment (FRA) actions
- Maintain documentation and records in respect of fire safety management
- Meet the legal requirements of *The Regulatory Reform (Fire Safety) Order 2005* and all new and associated legislation that applies to fire management since Grenfell in 2017

## Roles and Responsibilities

Overall accountability for Health and Safety and Fire Safety lies with the Chief Executive.

The Head of Safety acts on behalf of the CEO on all Fire Matters. Therefore, there is a dual role for both the Head of Safety and the CEO as 'The responsible person' under fire legislation and the 'Accountable person' under The Building Safety Act and the below table describes the responsibility of each Leadership Team member regarding supporting the policy aims.

These duties are laid out in our Fire Safety Management Plan and this policy, which currently is being reviewed annually due to the ongoing fire safety and building safety developments.

Role	Responsibility
CEO	The CEO under legislation and the nature of FCH business would be deemed 'The Responsible Person' in communal space. This will apply for all FCH owned and leased buildings both office and domestic. They may delegate this title, and this will be detailed in some cases in the remaining management plan. Accountable persons will be defined within the document. They will be named later as specified in legislation.
Director of Operations	To ensure that this policy is supported by budget and resources to implement and aspects that relate to their business. They will also ensure their colleagues understand this document.
Director of Service (New Homes and Commercial)	To ensure that this policy is supported by budget and resources to implement any aspects that relate to their area of business. They will also ensure their colleagues understand this document.
Director/Deputy Chief Executive (Corporate Resources)	To ensure that this policy is supported by budget and resources to implement and aspects that relate to their area of business. They will also ensure their colleagues understand this document.
Director of DLO	To ensure this policy is supported by budget and resources to implement and aspects that relate to their area of business. They will also ensure their colleagues understand this document.
Head of Safety	Is the nominated subject matter expert in fire to manage all links and operate as the main accountable person for Fire and take

	on delegated responsibilities of the responsible person (CEO) to allow them to discharge their duties under legislation.
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The Accountable Person(s) defined below are accountable for the following:

- Being personally aware of this policy
- Being aware of the Fire Safety equipment and procedures relating to the Building Type listed; and
- Reporting any concerns to the Health and Safety Manager and monitoring until completion

<b>Building Type</b>	<b>Role</b>
Sheltered Schemes	Support Manager/Community Safety Manager
Offices	Office Manager
Community Centre	Placeshaping Manager
Domestic General Needs Properties	Operations Manager
Commercial Properties	Head of Service (New Homes)
Leasehold Properties (Commercial/Residential)	Leaseholder

Staff roles listed in the Accountable Person section must be familiar with the contents of this Policy and have had documented instructions and training on their responsibilities under the policy.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and under no circumstances should any deviation be permitted without prior approval as above.

- Test emergency lighting
- Contacting the Fire and Rescue Service in the event of an emergency
- Assist in evacuations
- Provide essential information to the Fire and Rescue Service
- Carrying out regular inspection tours to ensure sources of ignition are separate from sources of fuel
- Feed in information regarding the effectiveness of the drills and evacuations. This will inform revisions of the local Fire Evacuation Plans and procedures
- Maintain records for ensuring compliance with testing

## Documentation and Records

- This Fire Safety Policy (Corporate Intranet)
- Fire evacuation procedures (displayed where appropriate and corporate intranet)
- Copies of all risk Fire Risk Assessments (Documotive)
- Records of all fire training (Human Resources)
- A record of all fire drills
- Records of weekly tests of fire alarms, final fire exits
- Record of annual inspection and testing of all firefighting equipment
- Records of periodic tests of emergency lighting
- Records of all scheduled and unscheduled maintenance of fire detection and alarm systems
- Records of site inspections, risk assessment and maintenance of workplace and electrical equipment
- Records of any unwanted alarm activations and action taken
- Plans of the Buildings
- Records are to be held on the intranet in the location designated by the Compliance manager, hard copies can be kept as back up on site.

## Duties of Employees

All employees are expected to take reasonable steps to ensure that they do not place themselves or others at risk of harm.

Co-operate fully in complying with any procedures that Freebridge may introduce as a measure to protect the safety and well-being of Tenants and Visitors.

### We shall:

- Ensure employees, visitors, contractors, and tenants are provided with information relating to fire safety
- Consult with employees on all matters relating to this Fire Safety Policy and arrangements
- Ensure employees and tenants are informed of any changes that are made to our fire safety procedures and fire risk assessment
- Provide a fire safety briefing for all new employees
- Ensure information for tenants will be provided at sign up and via leaflets or Freebridge Streets Ahead
- Ensure that visitors to our operational sites understand the evacuation procedures and are not left alone unless they are aware of and familiar with, all available escape routes

### We shall:

- Practise at least twice annually fire evacuation procedures.
- Provide employees with training during normal working hours, including:
  - A fire safety briefing as part of the induction process

- Refresher training as appropriate
- Further training would be required if there are any changes that may affect fire safety
- Always maintain all escape routes in good working order and free from obstruction and combustible materials
- Provide firefighting equipment, including:
  - Fire extinguishers
  - Fire blankets (where needed)
- Regularly service all fire equipment and ensure this is maintained by a competent person or contractor
- Provide an appropriate fire detection and alarm system where necessary. Based on the requirements of either the “Building Regulations” or the relevant risk assessment.
- Test alarm systems weekly. These tests should be carried out at the same time on the same day of the week, if this is not the case then employees and others on site will be informed that it is a routine test by some appropriate means
- Install emergency lighting for escape routes where applicable
- Ensure the risk of fire spread will be controlled by the provision of fire resisting construction and / or fire/smoke resisting doors. These provisions will be kept in good order as part of our regular maintenance schedule. All employees are required to ensure that any fire door provided remains closed.
- Display appropriate signage and notices, giving clear instructions to employees and others on what to do in the event of a fire. In addition, signage will be provided to indicate the position of fire extinguishers, fire alarm call points and, to indicate the emergency exit routes and the whereabouts of the assembly point.

## Risk Assessments

These shall be done by an appointed and accredited contractor and verification of competence will be done by the Head of Safety. They shall conduct annual risk assessments on all properties that fall under the ‘Regulatory Reform ‘Fire Safety Order 2005’ and these will identify actions that shall be completed in line with the fire management plan.

A ‘five step’ approach **shall be taken** as follows:

- Identify potential fire hazards in the workplace
- Decide who might be in danger, in the event of a fire, in the workplace or while trying to escape from it and note their location
- Evaluate the risks arising from the hazards and decide whether the existing fire precautions are adequate or whether more should be done to get rid of the hazard or to control the risks (e.g., by improving the fire precautions)
- Record findings and details of the action taken as a result
- Keep the assessment under review and revise when necessary

This procedure/policy is subject to constant monitoring but will, as a minimum, be formally reviewed annually or in the event of legislative change or an incident which may require significant changes to be made.



**Policy Statement:** The promotion of effective health and safety practice is the responsibility of all colleagues, with clearly defined responsibilities to ensure that it is appropriately resourced. All colleagues will have the necessary information, training, instruction, and supervision to enable them to carry out their duties in a safe and effective manner. Freebridge aim to ensure all legislation, regulations and codes of practices relating to health and safety at work are known and complied with and to regularly assess and review the health and safety effectiveness of operations to ensure continuous improvements.

Freebridge aims to give and maintain the highest priority to the health and safety of all colleagues and to carry out operations without creating an unacceptable risk to human health. We will therefore do all that is reasonable to prevent injury and to protect everyone from reasonably foreseeable work hazards, including all those who may come into contact with the organisation, as required by the Health and Safety at Work etc. Act 1974 and Regulations made under the Act, in addition to the Management of Health and Safety at Work Regulations 1999.

Overall responsibility for the health, safety, and welfare of Freebridge's colleagues and undertakings rests with the Board, including responsibility for:

- Promotion of good health and safety practice.
- Monitoring the implementation of good health and safety practice; and
- Ensuring the allocation of resources to implement the Health and Safety Policy
- Ensuring that the organisation embeds good practice and provides resources towards the investigation of events and the learning that can be gathered to inform best practice relating to Health and Safety

The Chief Executive acts with the authority and on behalf of the Board.

The Chief Executive shall establish the overall Health and Safety Policy for Freebridge and is responsible for:

- Implementing and monitoring the Health and Safety Policy and associated procedures.
- Delegating the performance of this task to the Leadership Team of Freebridge; and
- Further delegates the performance of tasks required to meet these responsibilities, as appropriate.

The Chief Executive and Leadership Team are committed to working with colleagues to support the management of health and safety and to provide appropriate information, instruction, supervision, and training.

## Procedural Guidance:

We aim to give and maintain the highest priority to the health and safety of all colleagues and to carry out its operations without creating an unacceptable risk to human health. We will therefore do all that is reasonable to prevent injury and to protect everyone from reasonably foreseeable work hazards, including all those who may come into contact with the organisation, as required by relevant legislation.

The promotion of effective health and safety practice is the responsibility of all colleagues. Freebridge has the following objectives in relation to health, safety, and welfare.

We shall:

- Establish health and safety responsibility as a primary function of all colleagues, with clearly defined responsibilities (see overleaf) and to ensure that it is appropriately resourced to maintain Health and Safety standards.
- Provide all colleagues with the necessary information, training, instruction, and supervision to enable them to carry out their duties in a safe and effective manner.
- Provide colleagues with adequate welfare facilities, as well as safe systems of work methods, work areas, premises and plant, including safety equipment.
- Safeguard colleagues, tenants, visitors, contractors, and the public from any hazards and/or activities resulting from the use or disposal of substances, processes or equipment from Freebridge operations or instructions.
- Provide colleagues with such information, instruction, training and supervision as is necessary to secure their Health and Safety at work and that of others who may be affected by their actions.
- Maintain programs which ensure that all legislation, regulations, and codes of practices relating to health and safety at work are known and complied with.
- Consult and communicate constructively with colleagues to improve the health and safety aspects of the work environment.
- Regularly assess and review the health and safety effectiveness of operations to ensure continuous improvements; and
- Maintain procedures for communication and consultation between all colleagues on matters of Health, Safety and Welfare through the Health and Safety Committee.
- Effectively investigate all safety events to develop best practice and learning.

## Roles and Responsibilities

Overall accountability for Health and Safety lies with the Chief Executive.

The Responsible people are Leadership Team, the below table describes the responsibility of each Leadership Team member regarding supporting the policy aims.

<b>Role</b>	<b>Responsibility</b>
Director of Service (DLO)	The owner of this policy who will ensure delivery of the Health and Safety Policy and

	Procedures relating to the management of Freebridge properties.
Director of Service (New Homes and Commercial)	To ensure the delivery of FCH's Health and Safety Policy and Procedures regarding new build homes and commercial properties.
Director/Deputy Chief Executive (Corporate Resources)	To ensure the appropriate finances are available to achieve FCH's Health and Safety Policy and Procedure outcomes.
Head of Service (People)	To provide a training framework to support colleagues across FCH to deliver the Health and Safety Policy and Procedures objectives.
Director of Service (Operations)	To provide second and third line of defence assurance to the business that the Health and Safety Policy and Procedures objectives are being met.

The Accountable Person(s) defined below are accountable for the following:

- Being personally aware of this policy
- Being aware of the Health and Safety procedures relating to the Building Type listed; and
- Reporting any concerns to the Health and Safety team and monitoring until completion

<b>Building Type</b>	<b>Role</b>
Sheltered Schemes	Support Manager
Offices	Facilities Manager
Community Centre	Placeshaping Manager
Voids	Operational Delivery Team Leader
Domestic General Needs Properties	Operational Delivery Team Leader
Commercial Properties	Head of Service (New Homes)
Leasehold Properties (Commercial/Residential)	Leaseholder

Colleague roles listed in the Accountable Person section must be familiar with the contents of this Policy and have had documented instructions and training on their responsibilities under the policy.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions, colleagues should contact the Subject Matter expert or Policy owner and under no circumstances should any deviation be permitted without prior approval as above.

## Defined Responsibilities

<b>Leadership Team (LT)</b>	Has responsibility for ensuring that good health and safety management and practice is promoted and that this policy and strategy underpins all aspects of our operations. Effective risk mapping process to identify, mitigate and budget for risk balanced against the corporate pressures on the organisation.
<b>The Chief Executive</b>	Overall responsibility for the implementation of this policy and strategy.
<b>Head of Service (Safety)</b>	Ensures that Freebridge has appropriate competent advice to support the organisation, oversees the administration of accident and incident procedures and the provision of appropriate occupational health advice and guidance. Responsible for: The provision of timely health & safety advice Providing expert input into health & safety inspections, audits, reviews and investigations Supporting the organisation in the production and maintenance of policy and procedure. Providing assurance on all health and safety related matters
<b>The Health and Safety Committee</b>	Influence the development of health and safety policy and promote co-operation amongst colleagues in instigating, developing and monitoring health and safety measures including the review of accident statistics and trends.

<p><b>Managers/accountable persons</b></p>	<p>Responsible for ensuring that policies are enforced, and the health, safety and welfare of colleagues remains at the forefront of the planning and organisation of work. Engage in all process and embed a good health and safety culture. Ensure workplace health and safety assessments are completed to comply with legislation Complete relevant self-reflection through investigating safety events and develop risk assessments and SSOW for practices within their remit. Understand their responsibilities under legislation regarding the properties they manage or oversee.</p>
<p><b>All colleagues</b></p>	<p>Have a responsibility to: Co-operate with management on health and safety matters Not interfere with anything provided to safeguard their health and safety Take care of their own health and safety Report all health and safety concerns to their manager, including all incidents and near misses that should be reported officially Use all tools and equipment in accordance with the training provided and to report anything which may present a danger to themselves or others. Deliberate or negligent breaches of this responsibility may result in disciplinary action being taken.</p>
<p><b>Contractors and other persons working on Freebridge premise.</b></p>	<p>All such persons must comply at all times with the local health &amp; safety rules as well as those of their parent organisation. Where the Freebridge requirement is the more onerous, this must take precedence. Failure to comply with this requirement will be deemed to be a serious breach of trust and may result in the contractor's employee/s being barred from work on Freebridge premises.</p>

## Risk Management and Risk Assessment

### All Managers shall:

Identify those aspects of our operations which could pose a risk to the health, safety and well-being of colleagues, customers, and members of the public. Matters connected with the health and safety of our customers are referred to within customer safety policies elsewhere in this handbook (eg Asbestos Policy).

Undertake an assessment of activities and workplaces where there is the potential for harm, supported by our nominated competent person/s. These are to be reviewed on an annual basis, or following any accident or incident, or when work practices change.

Assessments must consider the diverse needs and circumstances of people we employ and those who will visit our premises and seek to accommodate these where it is reasonably practicable to do so.

For some hazards such as hazardous substances, manual handling, lone working, machinery, and fire, specific risk assessments will be carried out by competent persons.

Where the risk assessment identifies hazards which require specific control methods such as inspection and testing regimes i.e., lifts and lifting equipment or safe systems of work i.e., handling of hazardous substances or working in noisy environments these shall be developed.

Record the findings of all risk assessments and the measures drawn up to eliminate, reduce or control any significant and unacceptable risks.

**Service Directors shall:**

Lead on the measures to manage, mitigate, reduce, or eliminate risks.

## Accidents and Incidents

All accidents and incidents should be reported, recorded and where appropriate investigated. Managers are responsible for ensuring that the relevant procedures are followed.

**The Head of Service (Safety) shall:**

- Report to enforcement agencies under RIDDOR (the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995), as appropriate.
- Provide the Health and Safety Committee with accident and incident statistics and information.

**The People Team shall:**

Collate information on all accidents and incidents provided by colleagues and managers.

**Service Directors shall:**

- Review the outcomes of investigations; and
- Ensure that any learning is shared with management colleagues.

## Emergency procedures including fire and first aid

**We shall:**

Appoint adequate numbers of trained colleagues to provide support and leadership in the event of emergencies, including:

- Fire Wardens and Marshals; and

- First Aiders.

Fire and emergency procedures will be available to all colleagues, appropriate to their place of work and will take account of the diverse needs of the range of people we employ.

The Fire Safety Policy will provide guidance on the procedures to manage fire risk throughout the organisation. It is found in this Policy and Procedural Handbook.

## Occupational Health

### **The People team shall:**

- Ensure that appropriate arrangements are in place for the provision of occupational health advice and guidance, including routine medical surveillance where required, such as for vibration white finger, noise induced hearing loss and respiratory problems.
- Make appropriate provision for the management of stress and other occupational conditions; and
- Ensure procedures are in place in relation to the employment and retention of people with disabilities.

## Training

### **Managers shall ensure that:**

All new starters receive health and safety induction training as soon as they start work, which will include the following information in an appropriate format for their needs:

- Health and Safety Policy and safety rules/procedures applicable to their place of work and job role
- Fire safety and evacuation
- First aid arrangements and accident reporting procedures
- Specific hazards about the job
- Safety equipment and clothing
- How to report faults/hazards and get advice

Colleagues whose job roles involve a variety of high-risk activities will receive, in addition to the above, specific training in the risk assessment process and hazard identification.

When equipment is identified that requires specific training, including vehicles, colleagues receive the required training from a competent person.

The People team are informed of any training provided so that accurate records are kept, in order that refresher or update training is carried out in good time. The People Team will support managers in this process.

## **We shall:**

Provide accredited training, as appropriate, for those managers and colleagues who may be required to undertake specific health and safety activities, such as accident investigation, risk assessment or the training and assessment of colleagues, so that they are deemed to be competent.

## **Communication and consultation**

### **We shall:**

- Encourage the creation and maintenance of a positive health and safety culture amongst all colleagues, with consultation on health and safety matters at all levels;
- Ensure that such matters are a standing item on management and colleague meeting agendas.
- Consultation and all information provided will be in appropriate formats for the diverse range of people we employ.
- Establish a Health and Safety Committee, chaired by the Head of Service (Safety).

This committee will meet regularly to consider both corporate and local health and safety matters.

Union Health and Safety representatives will be members of the Committee and we will ensure we comply with the requirements of the Health and Safety (Consultation with Employees) Regulations 1996.

Make all colleagues aware of any changes or additions to:

- Policy and procedure,
- Legal requirements
- Recommended best practice,
- Planned safety training applicable to them; and
- Instruction on any new technology, equipment or changed working practice.

Establish a dedicated area of the company intranet on Health and Safety and Fire Safety.

## **Monitoring**

### **We shall:**

- Undertake an annual audit of all health and safety practices and compliance with relevant legislation and approved codes of practice by an appropriate measure (Internal review or external audit).
- Report the findings to the Management Team and Health and Safety Committee; and
- Report annually to the Board on health and safety activity, to include:
  - Accident statistics,



- Key actions undertaken in the year to reduce or eliminate risks highlighted at the previous audit; and
- New areas highlighted for action in the coming year.

## Whistleblowing Policy: 9 (Amended 1/5/24, 17/9/24) Accountable Director: Resources & Deputy Chief Executive

**Policy Statement:** We are fully supportive of the principle for reporting, and shall enable our employees or others to report, any form of malpractice within Freebridge.

Freebridge is committed to the highest standards of openness, probity and accountability and encourages any employee, contractor, agency worker, home worker, tenant or anyone else who has a serious concern about malpractice in any aspect of the organisation's work to "do the right thing" and come forward and express their concerns.

It may not be possible to deal with concerns under the organisation's normal management procedures, but it is recognised that in some cases individuals may wish to come forward on a confidential basis. The organisation encourages this and wishes to make it clear that they can do so without fear of reprisal or victimisation and that they will get a sympathetic hearing and will not be regarded as disloyal for making their concern known.

Investigations shall be carried out in line with relevant Freebridge policies and procedures, such as the [Anti-Fraud, Bribery and Corruption Policy](#), the [Data Protection Policy](#), Financial Regulations, codes of conduct and disciplinary procedures. If appropriate, cases may be reported to the Police and/or taken through the courts. Investigations shall always be carried out by an individual who has not been involved in the situation; this may be someone from within Freebridge or external to Freebridge. Individuals who may have been involved will not have any undue influence, either on the investigation or on any decisions arising from the investigation.

The outcome of any investigation shall be communicated to the person who made the disclosure.

### Procedural Guidance:

#### Who to contact if you are an employee

If you are an employee:

- Consider reporting the matter to your immediate manager. If you feel this would be difficult you can report the matter to the Company Secretary on 01553 605544 or the Chief Executive on 01553 667810;
- You can call Protect on 020 3117 2520 or visit [Contact our Advice Line - Protect - Speak up stop harm \(protect-advice.org.uk\)](https://protect-advice.org.uk);
- You can call Fiona Rowe, a Director at TIAA, Freebridge's Internal Auditors, on 0845 300 3333 or email her on [fiona.rowe@tiaa.co.uk](mailto:fiona.rowe@tiaa.co.uk);
- You can contact the Chair of the Audit and Risk Committee, Donald McKenzie, at [donald.mckenzie@freebridge.org.uk](mailto:donald.mckenzie@freebridge.org.uk).

The Organisation will act reasonably to respect confidentiality. The Public Interest Disclosure Act 1998 gives legal protection to whistle blowers who honestly and reasonably believe the information or allegations they make are true.

Employees should note that disciplinary action will be taken against any employee who knowingly makes a false report of illegal or improper behaviour by someone else.

## **Tenants, contactors or other interested parties**

Tenants, contractors or other interested parties who wish to report a concern, can contact:

- The Company Secretary on 01553 605544 or the Chief Executive on 01553 667810;
- Fiona Rowe, a Director at TIAA, Freebridge's Internal Auditors, on 0845 300 3333 or email her on [fiona.rowe@ttaa.co.uk](mailto:fiona.rowe@ttaa.co.uk);
- The Chair of the Audit and Risk Committee, Donald McKenzie, at [donald.mckenzie@freebridge.org.uk](mailto:donald.mckenzie@freebridge.org.uk).

Freebridge will treat expressions of concern in the same way as it would an expression of concern from an employee. It will be dealt with fairly, and with confidentiality.

### **How a reported matter will be addressed**

Freebridge will be fair to all parties involved and shall investigate both sides of any reported matter. However, in its investigations the organisation will respect any concerns expressed, for instance for about one is career or even personal safety. It will also act to prevent or minimise any difficulties acting as a result of these arrangements, including the protection of complainants as far as is practicable.

Freebridge shall act in a timely manner.

**Policy Statement:** Freebridge is committed to providing a transparent, fair and efficient adaptation procurement and management service that reasonably addresses the identified needs of our customers.

**Procedural Guidance:**

**Purpose:** The aim is to help tenants to live as long as possible in their homes and making reasonable adjustments where it is practical and safe to do so.

**Scope:** The aids and adaptations service is for tenants of FCH living in general needs, sheltered and supported accommodation who have:

- Difficulty with normal daily activities because of age, illness, disability or other vulnerability requiring assistance
- Problems with walking or mobility
- Difficulty with personal care, such as bathing or using the toilet

**Out of Scope:** This policy excludes customers who are leaseholders or owner occupier.

The following items are not considered as minor adaptations and will therefore not typically be provided by Freebridge:

- Permanent constructed ramps
- Additional parking facilities
- Soft landscaping

**Definitions:**

FCH provides a range of options to help tenants to live independently, including:

- Making appropriate referrals for advice and information about supporting tenants in their homes
- Re-housing options to more appropriate accommodation
- Work with partner agencies to assist tenants in sourcing suitable equipment such as walking and toileting aids, induction loops or special lighting etc
- Making minor adaptations to their home (i.e. grab rails, easy turn taps etc)
- Larger scale adaptations to the home delivered in partnership with the Borough Council of Kings Lynn & West Norfolk's Care & Repair Team

**Minor adaptations**

All works required at one property with an estimated total cost of works less than £1000 to include:

- Grab / hand rails
  - Floor to wall
  - Floor to ceiling
  - Wall

- Cruising rail
- Additional banister rails
- Plinths for WC's
- Half height steps
- Lever taps
- Adjustment to door handles / window latches
- Flashing smoke and CO2 detectors
- Key safes
- Rocker light switches
- Moving power sockets
- Over bath showers
- Thermostatic mixer temperature control

Although this list is not exhaustive; any request that is not included in this list will require an Occupational Therapist Assessment before being considered by FCH.

This list also extends to communal circulation areas which service the tenant's home.

### **Major adaptations**

All works with an estimated cost at one property of more than £1,000 will be defined as major.

Major adaptations include items such as:

- Level access showers
- Wet rooms
- Modular ramps
- Stair lifts / through floor lifts
- Closomat toilets
- Specialist baths
- Scooter store
- Hard & soft landscaping
- Hoists

More specialist adaptations may be provided following individual case reviews with the Borough Council of Kings Lynn and West Norfolk with regard to property suitability. These include, specialist flooring, light fitting adjustments, kitchen fittings, flagging / paving of pathways and driveways. These cases will be funded by or in partnership with the Borough Council of Kings Lynn and West Norfolk.

### **Complex cases**

Requests for adaptations that involve tenants or their children with long term needs who have specific medical conditions and requirements will require involvement from all relevant medical specialists to ensure complex needs are met. These cases will be funded by or in partnership with the Borough Council of Kings Lynn and West Norfolk. These include extensions, room conversion or other significant changes to a tenant's home.

**Applications and Requests:** Applications will be assessed for adaptations received directly from Occupational Therapists, General Practitioners, the Borough Council of Kings Lynn and West Norfolk and directly from tenants or their representative.

### **Minor adaptations**

All minor requests including self-referrals will be reviewed by FCH and works will be instructed accordingly where:

- The value is equal to or less than £1000
- The fabric of the building is not affected
- A major component renewal is not required
- It is an essential need for the tenant to live safely and comfortably in their home

### **Major adaptations**

These requests should initially be triaged through the Borough Council of Kings Lynn and West Norfolk Care & Repair Team for an assessment by an Occupational Therapist (OT) or a suitably qualified individual bound by the same professional standards to determine the need and specification.

Applications received with completed medical assessment, specification and cost will be reviewed and assessed on an individual basis by a qualified Building Surveyor.

Tenants should apply for a Disabled Facilities Grant (DFG) with the Borough Council of Kings Lynn and West Norfolk. The success of the application and the amount paid, will vary.

Accepted adaptation requests costing in excess of the funding available via the Disabled Facilities Grant (DFG) will be topped up by FCH where funding is available.

If a request is not practical due to the size or type of house, construction type, location or volume of work, tenants will be encouraged to move to more suitable accommodation. FCH will assist tenants in these cases. Where tenants need to be rehoused, all relevant assessments will be carried out by an OT, or a suitably qualified individual bound by the same professional standards at the proposed property to ensure the tenants' needs are met before moving.

**Provision of Funding:** Budgets will be allocated each financial year for carrying out minor adaptations and for topping up DFG applications. We are committed to delivering £125,000 worth of adaptations each year, split between minor adaptations and top up funding for DFG applications.

The maximum possible number of adaptations should be carried out and delivered in the most cost-effective manner and represent value for money.

Assistance will be provided on a first come first served basis. Where the annual budget has been exhausted, further requests for Major Adaptation DFG top up support will be considered in the following financial year.

FCH will work in partnership with the Borough Council of Kings Lynn and West Norfolk and other support providers where necessary, to access additional funding and support to ensure tenants' needs are met.

Where tenants can fund the adaptation themselves or has access to funding from a third party, these applications will be treated as a 'request for landlords' permission'.

**Refusals:** An adaptation request will not normally be granted if any of the following applies:

- The occupancy of the tenant is temporary.
- The property is leased by FCH and the lease terms prohibit the work intended

All applications are subject to review and full assessment before a decision is made to refuse. Should adaptations be refused, considerations will be made for other housing options or other alternative solutions.

**Delivery of Adaptions:** Minor adaptations will be prioritised and scheduled in line with our responsive repairs' routine timescales. Consideration will also be given to tenants' individual circumstances where this should happen sooner.

Where necessary, we will support the process to adapt properties at short notice where tenants are being discharged from hospital or residential care.

**Maintenance and Servicing:** FCH are responsible for the repair and maintenance of equipment installed as the result of an adaptation. FCH will put in place the appropriate servicing schedule for components and ensure all new installs are added to the servicing schedule appropriately.

Where equipment has been installed as a minor adaptation and is at the end of its component lifecycle or is in need of replacement, FCH will make an assessment to ensure there is still a need and replace appropriately.

Where equipment has been installed as a major or complex adaptation and is at the end of its component lifecycle or is in need of replacement, FCH will support the tenant to re-apply for a DFG through the Borough Council of Kings Lynn and West Norfolk where the cost can not be met by an existing provision.

**Maximising Investment of Adapted Homes:** FCH will ensure that adaptations are utilised when re-letting a property by advertising properties with full details of the existing adaptations. Homes with adaptations will not usually be let to someone without the need for those adaptations unless the property has been advertised for a minimum of 3 advert cycles without a successful applicant requiring the adaptation.

Where adaptations have been carried out, they will not be reversed unless fully supported by an OT assessment or an assessment by a suitably qualified individual bound by the same professional standards.

**Policy Review:** This policy will be reviewed every two years, or sooner if required by statutory, regulatory, best practice, emerging developments, or circumstances arising from reviews of other related policies.

**Policy Statement:** Freebridge aims to support and contribute to the meeting of housing needs, create mixed, sustainable communities and provide good quality housing, whilst complying with our regulatory and legal responsibilities.

Freebridge shall seek to provide and/or develop additional affordable housing in King's Lynn, West Norfolk and identified surrounding areas.

We recognise that people will have different needs and we will therefore take this into account when appraising and designing developments.

### **Procedural Guidance:**

#### **New Build Homes**

##### **We shall:**

Seek out and consider opportunities as they arise using a standard approach regardless of size or location within the Borough. This approach considers the demand, sustainability, ability to provide a good service, programme capacity and wider context of the opportunity in supporting regeneration of existing Freebridge homes.

Each scheme will be progressed following a Gateway approval process, seeking appropriate approval and monitoring spend within those approvals throughout the duration of the delivery of the scheme.

Ensure that due diligence is carried out before entering into a transparent and defined legal and/or partnership agreements appropriate to the risk and scale of the development.

Ensure that each new scheme a separate risk map and that each scheme has an agreed exit strategy.

Fulfil the Development Strategy by identifying and progressing schemes which seek to provide the highest standards for customers (both residents and internal) within the required financial hurdle rates. These schemes will seek to provide range of housing suitable for the locality and wider needs of the borough, complimenting existing stock and meeting new needs.

Ensure the Design & Technical Brief reflects prevailing regulatory and legal responsibilities as well as Freebridge's aspirations to delivery high quality homes that are efficient to live in and maintain.

Health and Safety – As part of the development of new homes as the “Client”, we will under the current legislation ensure that all relevant projects comply with the following requirements. We will

- i) Ensure that a suitably qualified and experienced Principal Designer is appointed for both pre and post design activities. This includes ensuring compliance with all requirements of the Buildings Act, Building Regulations and any other appropriate legislation.



- ii) Appoint a CDM consultant to review plans and carry out regular site inspections as appropriate to the activity taking place on site and provide records and evidence of visits.
- iii) Escalate any significant failures of Health and Safety by our contractors to Leadership Team and if appropriate Development Committee.

## Research and Evaluation

### We shall:

- Consider 'Alternative housing strategies' that may include non-traditional forms of construction, tenancy arrangements, procurement and financial arrangements.
- Ensure that all alternative housing approaches are thoroughly researched and evaluated before commencement, including;
  - How does it align (or conflict) with current business plans, strategies and values.
  - Does it meet a short or long-term housing need and is this supported by clear evidence.
  - Will the scheme be delivered and managed by Freebridge or on behalf of a partner.
  - Housing Management should be fully involved in assessing the impact on the quality of service delivery.
  - A project lead will be identified.
  - A timetabled, resourced project plan will be required.
  - Identification of Pilot projects in order to identify and manage potential risks.
- Review the performance of alternative housing activities on a scheme by scheme basis through existing performance and financial management processes.
- Ensure that Freebridge has the necessary skills and experience to deliver any alternative housing scheme.
- Ensure that due diligence is carried out before entering into a transparent and defined legal and/or partnership agreements including;
  - Ensuring that the potential partner has a sufficient level of financial and other resources to deliver their responsibilities.
  - Where potential partners' reliance is on Government funding, directly or indirectly, attention will be given to the security of the income stream.
  - Evaluation of the organisations cultural fit with Freebridge.
  - A legal agreement that is appropriate to the scale and risk of the scheme.
- Ensure that each new scheme a separate risk map and financial monitoring is maintained; and
- Ensure each scheme has an agreed exit strategy.
- We shall endeavour to provide low energy homes that where possible and practical meet Future Homes standards and reduce energy cost to our customers.

The level of detail required will depend upon the scale and complexity of the proposal and the level of risk involved.

## Home Ownership through Right to Buy/Right to Acquire Policy: 12

### Accountable Director: New Homes & Commercial

**Policy Statement:** We will provide clear and accurate information and guidance to enable tenants to purchase their own homes, subject to the exemptions within the Housing Act 1985, whilst also ensuring that tenants are advised to seek independent legal and financial advice, so as to fully understand the implications and responsibilities associated with becoming a home owner.

Freebridge, in its role as the provider of local affordable housing, supports the principle of restrictive covenants that enable homes to be available to meet the needs of local people, and will ensure that property purchases in designated rural areas contain a covenant that shall restrict the subsequent disposal of the property without the consent of Freebridge.

#### **Procedural Guidance:**

Freebridge is required to continue the sale of properties under Right to Buy for tenants and their successors who were secure tenants at the time of the transfer of the housing stock from King's Lynn and West Norfolk Borough Council. The tenants who fall into this category have a contractual and Preserved Right to Buy as detailed in the guarantee made by the Council.

The Preserved Right to Buy provisions do not apply to new tenants of Freebridge since 3rd April 2006, service tenancies, or to those who did not have a secure tenancy at the time of the stock transfer from the Council. For those tenants, we operate the Right to Acquire subject to any statutory exemptions.

#### **Preserved Right to Buy**

Under Section 171A of the Housing Act 1985 as amended, tenants who were secure tenants of King's Lynn & West Norfolk Borough Council at the time of transfer will retain the right to buy their homes, known as the preserved Right to Buy. This is subject to the exceptions in the Housing Act 1985 where certain properties are exempt from the Right to Buy.

Following purchase, The Right of First Refusal scheme requires that a home previously purchased from Freebridge under the Preserved RTB must be first offered for sale to Freebridge, provided that the sale is within 10 years from the initial date of purchase. This applies to every Preserved RTB except those in designated rural areas, to which the rural area restriction applies instead.

We will not normally allow applications to join into the Right to Buy from a member of the tenant's family who has not been living at the property for 12 months. Any such exceptions will be considered on the merits of each case by the Leadership Team.

#### **Right to Acquire**

New tenants to Freebridge after transfer, may qualify for the right to buy their homes, through the Right to Acquire with a discount determined by the Government, subject to statutory exceptions.

Freebridge will dispose of any dwellings provided with public finance in accordance with the provisions of ss180 to 185 of the Housing and Regeneration Act 2008. However, this will be subject to the exemptions outlined in statute.

Freebridge may exercise its discretion to nominate another property for purchase under the Right to Acquire, in accordance with the current [Allocations & Lettings Policy](#) and [Homes and Community Maintenance Strategy](#). Such discretion will not normally be allowed to tenants.

## Rural Area Restrictions

Under Section 157 of the Housing Act 1985 as amended, restrictions can be imposed on future sales of properties in designated rural areas bought through the Right to Buy. The restriction made by way of a covenant are intended to ensure local properties remain available and affordable to local people, by restricting who may purchase them in future on resale.

Where potential purchasers do not meet the necessary criteria for automatic consent (i.e. where the purchaser has lived or worked in the district of King's Lynn and West Norfolk or the County of Norfolk (depending on the wording of the covenant) for the last 3 years) Freebridge have discretionary powers to give consent:

## Discretionary powers on re-selling a property purchased under the Right to Buy

We shall:

- Ensure that property purchased in designated rural areas contain a covenant, which restricts the subsequent disposal of the property without the consent of Freebridge.
- Give consent for the disposal where the purchaser has lived or worked in the district of King's Lynn and West Norfolk or the County of Norfolk (depending on the wording of the covenant) for the last 3 years.
- Consider whether it is fair and reasonable to give consent to the disposal of a property which contains the covenant to someone who does not meet the criteria, subject to either:
  - a) Evidence that the seller has actively marketed the property at a price which takes into consideration the restrictive covenant for at least 6 months and that
    - The potential buyer has permanent employment in the local area, and the property will be their main or principle home; or
    - The potential buyer has lived in the local area for the last 12 months and the property will be their main or principle home; or
    - The potential buyer has a strong local connection with the area and the property will be their main or principle home, with the connection being one of the following:
      - Has previously lived or worked in the area for the majority of their life; or
      - Needs to live in the area to be employed in a key worker post in the local area such as a nurse, teacher, police officer etc; or
      - Needs to live in the area to give or receive care and/or support to/from close family members.

or

- b) Evidence that the seller has actively marketed the property at a price which takes into consideration the restrictive covenant for at least 12 months but been unable to sell the property causing demonstrable hardship, and that the potential buyer will live in the property as their main or principal home.
- Consider consenting to a Mortgagee Protection Clause where a restrictive covenant would otherwise prevent a qualifying purchaser from securing a mortgage.
- Consider any properties offered for sale to Freebridge via the Right of First Refusal.

All applications regarding exercising discretion on reselling will be considered by the Chief Executive with the Board retaining the ability to depart from this policy in exceptional circumstances.

### **Discretionary powers on repayment of discount under the Right to Buy**

We shall:

- Ensure that under S155 of the Housing Act 1985 (as amended) former tenants who dispose of a property within 5 years of purchasing it under the Right to Buy must repay all or part of the discount they receive on purchase, unless it is an exempted disposal
- Consider exercising our discretion under S185 of the Housing Act 2004 not to demand that former tenants repay all or part of the discount they received, typically in circumstances where repayment would lead to demonstrable personal hardship thereby preventing a move, such as where;
  - The owner or a family member faces a demonstrable threat of violence due to domestic abuse, racial, faith or homophobic harassment or extreme anti-social behaviour.
  - The sudden onset of a severe medical condition or sudden deterioration of an existing condition makes a move essential on medical grounds.
  - Where a move is essential to return to employment, where a person has a firm offer of work in another area and has been long term unemployed or has been made redundant and his/her skills are such that there is no prospect of getting a job locally.
  - Where a traumatic personal event (such as a sudden bereavement) makes a move essential for psychological reasons.

In each case we shall establish both the facts justifying a move and also that such a move could not take place, unless part or all of the discount were to be waived.

All applications regarding exercising discretion on repayment of discount will be considered by the Chief Executive; Freebridge will also refer requests for the discount to be waived to the Borough Council of Kings Lynn & West Norfolk (the Council) under the terms of the Transfer Agreement with them. Freebridge will be bound by the Council's decision.

## **Discretionary powers on postponement of Discount Charge**

A customer who has purchased their home under the Right to Buy or Right to Acquire and is still within the discount repayment period (5 years) must seek the consent of Freebridge before they can remortgage or apply for additional borrowing. Freebridge will be asked to agree to postpone the Discount Charge on the property in favour of the new mortgage.

The Housing Act 1985 specifies that Freebridge must agree to a postponement if the mortgage/additional borrowing is for an approved purpose. An approved purpose is for repaying the existing mortgage used to purchase the property and/or home improvements.

We shall

- Not agree to postpone the Discount Charge on a former Right to Buy or Right to Acquire property unless the borrowing is for an Approved Purpose as defined in section 156 of the Housing Act 1985.

## **Other Restrictive Covenants**

In addition to rural area restrictions, a number of other restrictive covenants are typically included within the transfer of a property bought through the Right to Buy or Acquire such as:

- a) To use the property for Residential purposes and not for Trade or Business

This is an absolute covenant requiring release or waiver. Permission will not typically be given to waive or release this where the property would no longer be used for residential purposes as well as in the operation of a business. At all times, the likely impact of the Trade or Business on the surrounding residential properties will be considered in reaching a decision. Where the covenant is waived or released Freebridge may make a charge considered to be reasonable and proportionate for doing so.

- b) To use the property as a private dwelling house, for one household only

This is an absolute covenant requiring release or waiver. Permission may be given for waiving the covenant depending on the circumstances and merits of each case, but typically such as when the request is to construct an additional dwelling within the curtilage of the original property. Where the covenant is waived or released Freebridge may make a charge considered to be reasonable and proportionate for doing so.

- c) Not to make any external structural alterations to the property without consent

Permission will not be unreasonably withheld subject to the actual details of the request.

All applications regarding other restrictive covenants will be considered by the Chief Executive.

## **Leasehold Management Policy: 13**

### **Accountable Director: Customer & Communities**

**Policy Statement:** Freebridge recognises the importance of providing leaseholders with a cost effective, quality service that meets their needs and expectations. Freebridge is committed to:

providing an efficient and customer orientated service to all leaseholders, based on quality and value for money, as well as;

effectively communicating with all leaseholders on matters relating to their property and/or neighbourhood.

#### **Procedural Guidance:**

Leaseholders of Freebridge are:-

- Former tenants who have purchased their flats under the 'Right to Buy' or 'Right to Acquire' schemes.
- Those who have purchased their lease from a previous leaseholder of Freebridge
- Those who have purchased a shared ownership lease from Freebridge and own a proportion of their property.
- Those who purchased a shared ownership lease from Freebridge of a flat or apartment and then subsequently purchased 100% shares in the property.
- Those who purchased their lease from a previous leaseholder of the Borough Council of King's Lynn & West Norfolk, prior to transfer of the freehold to Freebridge.

#### **We shall:**

- Ensure that all statutory requirements and regulatory guidance relating to leaseholder services are followed.
- Recognise the importance of seeking the views of leaseholders on the services that we provide.
- Seek to work with leaseholders and Residents' Associations where they exist.

#### **Service Responsibilities**

Freebridge is responsible for providing the following services to leaseholders:

- Repairs and maintenance for those items for which Freebridge has an identified responsibility
- Maintenance and improvements of open and communal areas which are the identified responsibility of Freebridge.
- Communal area cleaning and grounds maintenance which Freebridge has an identified responsibility.
- Receiving and dealing with complaints.
- Dealing with issues concerning anti-social behaviour from other Freebridge leaseholders, tenants or visitors.

- Calculating and providing leaseholder accounts and clear information about service charges.
- In some cases maintaining an accumulation fund for major works expenditure for which Freebridge has an identified responsibility.
- Preparing an informed, costed plans for major works.
- Ensuring that leaseholders are included in consultation on the standards of service to be provided.
- Ensuring that leaseholders are included in consultation on planned major works.
- Maintain an appropriate level of building insurance for the structure of the buildings
- Ensuring that tenants who exercise their preserved 'Right to Buy', the 'Right to Acquire' or who purchase a shared ownership lease are advised of the importance of the terms of the lease, as well as their responsibilities and obligations and those of Freebridge, before they complete the purchase. Prospective purchasers will always be advised to seek independent legal advice.

## **Responsive repairs**

Freebridge is responsible for repairs in respect of:

- The structure, exterior and some communal areas of flats or blocks of flats.

On some schemes, separate management companies are responsible for external decoration and minor repairs on behalf of leaseholders.

- Providing a responsive repairs service to leaseholders for those repairs which are the responsibility of Freebridge. This will include a 24 hour, 365-day emergency call out service for emergency repairs only.

Attended calls that are not the responsibility of Freebridge will be recharged to the responsible leaseholder.

## **We shall:**

- Provide access to our responsive repairs services to leaseholders for repairs they are responsible for, based on a costed menu of services.

Shared owners of houses on most developments are responsible for **all** repairs and maintenance, however Freebridge is responsible for insuring the building, and therefore some repairs may fall within the scope of this cover. On some developments, some repairs may fall within the scope of other agreements.

## **Planned Improvements**

Freebridge is responsible for:

- Planned and cyclical works to the structure and some communal parts of blocks of flats such as external painting, roofs, communal windows, door entry systems and to estates in general.
- Ensure that the cost of carrying out planned and cyclical improvements to the structure and communal areas of blocks of flats and to estates in general can be reflected in service charges to leaseholders under the terms of the lease and in line with the provisions of respective Section 20 notices.

- Offering elements of planned work to leaseholders at contracted rates for their choice in take up.

## Requests for Improvements

Requests from leaseholders for permission to make alterations or to improve their properties will not be unreasonably refused by Freebridge.

However, permission will be refused in the following circumstances where the proposed improvement or alteration:

- Affects the structure of the building for which Freebridge is responsible or Freebridge's future maintenance liabilities or development potential.
- Involves changes to rights of way or communal areas and other residents object to the changes; and
- Would reduce the value of the building.

## Sub-letting

- Most leaseholders **may** sub-let their properties to one household only.
- Leaseholders **may not** sub-let their property to more than one household, creating a House of Multiple Occupation.
- Shared owners **may not** sub-let their properties.

However, once a shared owner has purchased 100% shares in their home this will no longer apply, although there may be other restrictions that remain in the lease regarding subletting.

- Other leaseholders in some rural areas may only sub-let to tenant(s) who meet the criteria set out in their lease.

All leaseholders should seek guidance and provide us with written notification before sub-letting.

## We shall:

- Ensure that leaseholders fully understand that they are responsible, under the terms of their lease, for the actions of their tenant(s).

## Anti-Social Behaviour

**We shall** ensure that all leaseholders:

- Understand the terms of their lease and are fully aware of their responsibilities and obligations to prevent breaches occurring.
- Aware of sanctions available to Freebridge should the terms of the lease be broken, including for serious or persistent anti-social behaviour, we will consider taking forfeiture proceedings against leaseholders.

Freebridge will follow the principles set out in its [Anti-Social Behaviour, Harassment and Hate Crimes Policy](#) to deal with complaints of anti-social behaviour experienced by leaseholders.



## Shared Owner Rent

Under the terms of a shared owner's lease, rent **shall be** payable:

- On the proportion of unsold equity that Freebridge own;
- At a percentage specified in the lease; and
- Annual rent reviews will be agreed by Freebridge's Board.

### We shall:

- Demand payments monthly in the lease.

However, the net rent will be charged to the shared owner's account weekly alongside any relevant service charges.

The total of both the net rent and any applicable service charges will be treated as part of our collection and enforcement processes as the total weekly rent.

- Follow the principles of our [Income Management and Maximisation Policy](#) in recovering unpaid rent from Shared Owners.

In the event that an undertaking was given to the mortgagee at the time of completion, the lender will be notified prior to enforcement action being taken in respect of non-payment of rent (or service charge).

Where the lease allows, and after all reasonable efforts to negotiate and maintain a repayment agreement have failed, the preferred method of enforcement will be to make a claim under Ground 10 of the Housing Act 1988 for possession of the property. Where the lease does not permit this, as a last resort and after all other attempts have failed, consideration will be given to commencing forfeiture proceedings.

## Service Charges

### We shall:

- Charge leaseholders based on estimates and actuals of service costs incurred:
  - During the previous financial year.
  - Estimates of future costs of major works; and
  - A contribution to an accumulation fund to pay for these works, where leases permit.
- Ensure that demands for service charges clearly set out the:
  - Items for which the service charge is being made.
  - Relevant portion of the cost payable by the individual leaseholder for each item; and
  - Amount of any payment to the accumulation fund and the previous year balance of the accumulation fund.

The apportionment of service charges will be set out in individual leases.

- Charge leaseholders, where the lease requires, an annual ground rent and for the cost of appropriate buildings insurance.

- Charge leaseholders for services based on the costs invoiced by any external management company to Freebridge, where a leaseholder's property is part of a wider development, in addition to any buildings insurance, administration or other fee due under the terms of the lease.
- Negotiate with a leaseholder(s) (and if necessary the leaseholders' mortgage lender) who has arrears of service charges, a reasonable payment agreement for the repayment of the arrears rather than taking enforcement action.

However, where necessary, Freebridge will commence proceedings for a money judgment order against leaseholders who fail to clear service charge arrears and/or, as a final resort will commence forfeiture proceedings.

Forfeiture proceedings will not be started unless Freebridge is satisfied that all other options to ensure the arrears are paid have been attempted, failed, and discussions have been held with the lessee's mortgage lender (where appropriate) where there is an outstanding mortgage charge.

## **Lease Extensions**

Freebridge will grant statutory lease extensions in accordance with the Leasehold Reform Housing and Urban Development Act 1993 to qualifying leaseholders. In addition, Freebridge will give consideration to non-statutory lease extensions in appropriate circumstances. In either case, Freebridge will endeavour to take the opportunity to update any leases to include up to date service charge provisions for the purposes of transparency and clarity.

## **Information and Consultation**

All leaseholders will be consulted and informed in-line with Freebridge's [Customer Satisfaction Policy](#).

## **Complaints**

All leaseholders will be given details of, and access to Freebridge's formal [Complaints and Compliments Policy](#), including the right to refer complaints to the Independent Housing Ombudsman, in the event that Freebridge's own complaints procedure has been exhausted.

**Policy Statement:** At times Freebridge may require customers to leave their homes, or temporarily or permanently to enable the redevelopment, refurbishment or repair of the property.

We shall provide practical assistance and support to tenants who are required to move, and ensure the wellbeing for our customers during the repair and refurbishment of properties. This may also include the provision of financial compensation, if appropriate.

We recognise that moving home, whether permanently or temporarily is potentially disruptive and therefore whenever a move is required, we will work closely with customer(s), their families, carers or support agencies as appropriate to minimise the impact on their daily lives.

We are committed to providing a comprehensive service to customers, and we will provide dedicated staff to support customers throughout the process, both with practical assistance as well as ensuring appropriate financial compensation in the relevant circumstances.

### **Procedural Guidance:**

#### **Temporary Move**

This is when a customer is moved out of their property, to enable works to occur, with the intention of returning to the property as soon as the works are complete.

However, a customer may be moved on a temporary basis and is it then agreed by all parties that it is more appropriate to remain in the new property on a permanent basis rather than return to the original property.

#### **We shall:**

- Only require customers to move from their homes temporarily, when we are certain that the required repairs or refurbishment cannot safely be carried out with the customer still resident, or where we consider that to do this would cause too much of a disruption to daily life.
- Require customers to return to their permanent home once works are complete.
- Consider that in the event that only a temporary move is necessary, but the customer(s) concerned are currently living in housing that is inadequate for their needs/those of their household, (such as, but not limited to, when the property is being under or over occupied or the customer requires adaptations to the property), then at our discretion we may facilitate a permanent move in accordance with our [Allocations and Lettings Policy](#).
- Ensure that a new tenancy agreement, of the equivalent type/length as the original tenancy will be signed for the temporary address.

For the purpose of the Right to Buy discount period and other statutory rights, the customer will be considered to have been permanently resident at their original home, for the duration of their stay in the temporary home.

Once repairs on the customer's permanent home have been completed, the tenancy agreement for the temporary home shall be surrendered, and a new tenancy agreement, again of the equivalent type/length as the original, be signed for the permanent home.

- Require Leaseholders or Shared Owners who are accommodated on a temporary move by Freebridge to sign a Licence to occupy our property.
- Ensure that any existing nomination for a permanent move or an outstanding application for a Mutual Exchange will not be effected by a temporary move.

## Permanent Move

This occurs when it is agreed that a customer should be moved out of their property, to enable works to occur, with no intention for them to return.

In most cases, permanent moves will normally only be considered when a customer cannot physically return to their home due to redevelopment of the property or area that it is located in.

### We shall:

- Require for all permanent moves, that the customer surrender their current tenancy and sign another for the new, permanent home.

For all compulsory permanent moves, a tenancy agreement of the equivalent length/type will be granted where possible.

Where this is not possible the customer will be informed of the potential consequences and given the option to move to an alternative property where the same agreement can be granted.

- Ensure that, for those moving permanently through choice rather than necessity, a new tenancy agreement for the new property will be issued in accordance with our [Tenancy Policy](#). Financial compensation may not be made.

## Lettings Advisor Support

Once it has been identified that a move is going to be necessary **we shall:**

- Allocate a Lettings Advisor to work through the process as the customer's dedicated point of contact including;
  - Visiting customers at home to explain the process and timescales.
  - Providing ongoing contact until the move is completed, whether this is a permanent move, or the eventual return of the customer to their original home.
- Provide relevant assistance that we can to minimise the impact of a move on our customers; our Lettings Advisors will tailor the support and assistance that they provide according to the needs of the individual customers and their household, including assisting with:
  - Connection and reconnection of appliances.
  - Liaising with utility & service suppliers; and
  - Submitting new claims for Housing Benefit.
- Ensure our Lettings Advisors work with colleagues so that properties are;
  - Inspected.
  - Work is completed to the required standard; and
  - The property is clean and tidy, prior to customers moving back home.

## Alternative Accommodation

### We shall:

- Provide alternative property, for the majority of permanent moves, from Freebridge's own stock, and in accordance with our [Allocations & Lettings Policy](#) and matched to the customer's household make up and requirements.
- Work closely with the customer concerned for compulsory permanent moves to find a suitable alternative property which takes into account:
  - Distance from employment (including voluntary work) and current schooling.
  - Size, type and rent amount of current property compared to proposed alternative.
  - Needs of the customer and their household
- Only make one offer of an alternative property for temporary moves.
- Work with other Registered Providers and Local Authorities to offer any assistance we can in facilitating a move, where a customer wishes to move to an area where we do not own any properties.
- Endeavour to work with customers to secure a planned permanent move through other mechanisms such as choice based lettings or a mutual exchange.

We will not always be able to provide alternative accommodation immediately.

In the event that a temporary move needs to be made in more urgent circumstances i.e. following a flood or fire, subject to the duration of the expected length of stay, **we may** provide hotel or bed and breakfast accommodation as a short-term measure, until a suitable alternative property can be provided.

We will also work with the Local Authority and other Registered Providers where emergency temporary accommodation is required.

## Financial Compensation

See also our [Compensation Policy](#).

Depending on the nature of/reason for the move, **we may** compensate customers for some or all of the following:

- Disturbance allowances.
  - Removals.
  - Disconnection and reconnection of appliances.
  - Removal and reinstatement of TV aerials and satellite dishes.
  - Disconnection and reconnection of telephone lines.
  - Redirection of mail.
  - Carpets.
  - Decorating allowance.
  - Special expenses.
  - Miscellaneous payments.
  - Statutory Home Loss Payments – permanent moves only – see below.
- When a disturbance allowance is payable, **we shall** act fairly and reasonably in deducting any existing rent arrears, or in recovering the cost of any damage made to a temporary property, before any remaining balance is paid to the customer.
  - Home Loss payments are statutory payments made under the Land Compensation Act 1973 and The Home Loss Payments (Prescribed Amounts) England Regulations 2008. These regulations are updated regularly and will be checked before any payment is

agreed. Home Loss payments **will only** be paid to those being permanently moved and provided that they meet the qualifying criteria under the statutory provisions.

Whilst a claim for Home Loss payment **must be** made in writing within the statutory limitation of six years from the date of the move, **we shall** work to identify and process Home Loss payments automatically for customers.

Where this has not occurred, or customers feel that they are entitled to receive a Home Loss payment, which has not been made automatically, then the claim should be made in writing anyway. A Home Loss payment will be made within three months of a successful application, provided that the household have moved from the property that the payment is being claimed for.

- Moving costs and compensation for leaseholders and shared owners **shall not** be automatically paid, but may be agreed by negotiation, in consideration for the financial impact on the customer(s) concerned.

## Legal Enforcement

### We shall:

- Work closely with customers to facilitate a move by mutual agreement, taking into account the needs and wishes of the individuals effected.
- Serve legal notices at the start of the process in order to prevent any delays should a resolution not be found, in those circumstances when a permanent move is considered absolutely necessary, such as in order to allow redevelopment of an area, whilst continuing to work to accommodate the wishes of the customer.
- Only commence Court action once we have exhausted all reasonable efforts to reach a compromise; usually **we will** make three offers of a suitable alternative property before court action is begun.

In the event that we are unable to reach an agreement with a leaseholder or shared owner **we will** give consideration to taking enforcement action through an application for a Compulsory Purchase Order.

## Sustainability and Environmental Stewardship Policy: 15

### Accountable Director: New Homes and Commercial

**Policy Statement:** Freebridge recognises the ever increasing threat to the environment and aims to protect this by promoting and practising sustainable stewardship of natural and environmentally friendly resources. We will seek to reduce the negative environmental impacts on our tenants and in our own business activities, in particular those relating to;

- Our construction and maintenance.
- Our offices, including the use of energy, water and waste, as well as the goods and services we chose for our offices, including office supplies, furniture, ICT and electronic equipment.
- Our communication materials, including our overall use of resources.
- Our overall impact on our carbon footprint, mitigated by the use of green spaces, tree planting and community based net zero carbon projects.

Through using Energy Performance Certificate (EPC) ratings within our database we aim to have as a minimum, an average EPC rating of D across our stock by 2025 and an EPC rating of C by 2030, in order to ensure that properties have both low running costs for our tenants, and to help reduce carbon emissions.

We shall also seek to provide information and support to our tenants, customers and staff to increase awareness of how their behaviours impact on the environment and how they can be changed.

**Policy Statement:** Freebridge shall endeavour to make best use of our housing stock and provide satisfaction to tenants, whilst supporting tenants who are currently under-occupying and wish to downsize to smaller homes. We shall encourage mobility within the social rented sector and assist tenants to alleviate financial hardship caused through inappropriate housing.

### **Procedural Guidance:**

#### **We shall:**

- Ensure that all tenants are aware of the options that they have to move to a smaller property by way of mutual exchange or the Choice Based Lettings scheme that the Council operates.
- Ensure that advice is clear and positive, and available in a range of formats
- Work in an integrated manner with the Council and other Registered Providers to facilitate and promote opportunities for tenants to move to smaller properties through existing means.
- Participate in and promote appropriate home-swapping schemes.
- Use our discretion, where available in a responsible way to reduce under occupation.
- Ensure that all relevant staff are aware of our approach to under-occupation and that resources are available to us to help to reduce this.
- Give consideration and encourage tenants who need aids or adaptations to move to a more appropriate property if they are currently under-occupying, and retaining adapted properties for tenants who can make the best use of them.
- Evaluate identified housing needs in respect of under-occupation into Freebridge's future development plans.
- Offer targeted assistance and practical support to tenants wishing to move to smaller accommodation via our under-occupation assistance scheme as set out below.

### **Under-Occupation Assistance Scheme**

#### **Eligibility for assistance and support**

#### **We shall:**

- Consider providing the following for customers requesting assistance to downsize if they:
  - Hold an assured periodic (lifetime) tenancy of their current home; *or*
  - An assured shorthold fixed term tenancy with more than one year remaining until the end of the term; *and*
  - Are under occupying by at least one bedroom; *and*
  - Have had a clear rent account for at least a month prior to, and also at the time that an offer of a smaller home is made; *and*
  - Have kept to the terms of their tenancy agreement; *and*
  - Have not incurred any other housing debts to Freebridge such as but not exclusive to, court costs, rechargeable repairs, for example; *and*
  - The downsize will not result in the household becoming overcrowded



- Additional consideration will be given as to whether it is reasonable to assist a downsize where:
  - The health or wellbeing of a tenant(s) or their family, or their ability to maintain their current tenancy is being jeopardised by their current housing.
  - The conditions (detailed above) are not met and there is an existing tenancy breach, including, but not limited to, where rent arrears accrue as a result of the existing accommodation being demonstrably too expensive for the tenant(s).

Where assistance is provided with arrears outstanding, a formal repayment agreement with an initial lump sum payment shall be required.

### Alternative Accommodation Offers

In accordance with our [Allocations & Lettings Policy](#), customers downsizing with assistance from the scheme will mainly access accommodation through the relevant, local choice based lettings scheme (where additional priority may be awarded for downsizing) or via Mutual Exchange.

In some circumstances, including, but not limited to, where a customer needs to move more urgently because of medical reasons, a direct offer of accommodation may be made.

In these instances, customers will be offered a property that is adequate for their housing need.

The table below illustrates the minimum property size Freebridge will consider offering different household types:

Size	Max	Min
Studio / 1 bedroom	2	Single person or couple
2 bedrooms	4	Minimum 2 persons or 3 if household includes a couple
3 bedrooms	5	Minimum 3 persons or 4 if household includes a couple
4 bedrooms	6	Minimum 4 persons or 5 if household includes a couple
5 bedrooms	10	Minimum 5 persons or 6 if household includes a couple

### Assistance to Move

#### We shall:

- Help our customers who are under occupying their home to move to a smaller property by offering both practical assistance as well as direct support.
- Tailor our assistance packages according to the needs of each customer, and may include one or more of the following:

#### Practical Assistance

- Direct assistance with packing and unpacking (for older or vulnerable tenants only).
- Clearance of gardens, sheds or lofts.
- Provision of a skip/recycling of unwanted household items.
- Removal/refitting of appliances.
- Removal/refitting of alarms.

#### Support

- Assistance to complete mail redirection forms, change utility suppliers and register new accounts.
- Liaison with other agencies i.e. the Local Authority, Schools, GP etc.
- Coordination of removals.

**Policy Statement:** Freebridge shall provide fair and transparent allocations and lettings while adhering to legislation and regulatory requirements, meeting housing need within the local area.

Freebridge shall seek to provide general needs accommodation for families, couples and single people and sheltered housing for older residents under a variety of tenures. We aim to make our allocation and lettings process accessible, understandable and successful. We wish to be fair, meet housing need, allow choice and facilitate mobility wherever possible, whilst being mindful of the need to minimise rent loss. We shall be mindful of the principles of balanced and sustainable communities.

This policy shall only apply to the letting of general needs and sheltered accommodation properties, and not low cost home ownership units.

Our [Tenancy Policy](#) outlines our commitment to creating sustainable communities and tenancies, whilst also making best use of our housing stock by offering a range of tenures. Our [Rent Setting and Service Charges Policy](#) outlines our position in respect of the rents we charge.

### **Procedural Guidance:**

#### **General Responsibilities**

##### **We shall:**

- Regularly review arrangements with partners to ensure that allocation processes are working effectively and agree changes as appropriate.
- Provide equal access to services, taking into account all protected characteristics of:
  - Age.
  - Disability.
  - Gender & gender reassignment.
  - Marriage & civil partnership.
  - Pregnancy & maternity.
  - Race.
  - Religion or belief; and
  - Sexual orientation.
- Let our General Needs and Sheltered Housing properties in the Borough of King's Lynn & West Norfolk via West Norfolk Homechoice; (properties in other local authority areas will be let via that area's relevant Choice Based Letting scheme).
- Hold back a proportion of our stock from choice based lettings to use for direct transfers and temporary moves - see **Transfers** and **Temporary Moves** (below).
- Cooperate with the local authority to assist in the provision of temporary accommodation for homeless individuals or households.
- Work with other Registered Providers and local charities to provide more supported accommodation in shared houses with scheme specific letting criteria and arrangements.
- Work with Norfolk & Suffolk Community Rehabilitation Company and the National Probation Service to provide direct let accommodation for ex-offenders through Integrated Offender Manager Schemes and Multi Agency Public Protection Arrangements.
- Support witness relocation via the National Witness Mobility Service by making direct offers

of accommodation.

- Provide existing tenants with information and support relating to mutual exchanges through the House Exchange scheme and process mutual exchange requests in line with statutory requirements.
- Refuse tenancies to applicants who present a risk to the Association, the local community and/ its tenants.
- Confirm all of our decisions, whether to proceed with an offer of a tenancy, or to refuse a nomination, clearly, in writing in a timely way.
- Provide a method of appeal (see [Appeals Policy](#)) where we have refused an allocation following a nomination.
- Remove 'hard to let' stock from choice based lettings for direct offers, following three unsuccessful advert cycles.

## **Lettings Support to Tenants**

### **We shall:**

- Carry out accompanied viewings.
- Provide all new tenants with a comprehensive sign-up pack.
- Carry out post lettings visits and satisfaction surveys to monitor our service.

## **Applications for Housing**

- We do not accept direct applications for housing.
- West Norfolk Homechoice (Homechoice) advertises properties on behalf of Freebridge, and administers the initial allocation of these units.
- We may complement the advertising that Homechoice provide through our own website, social or other appropriate media in respect of new development sites or hard to let properties.
- Prospective tenants should complete a Homechoice application form, copies of which are available from, and can be completed with assistance in, our offices.
- Any existing tenant wishing to move to another Freebridge property must also apply to Homechoice (or the choice based lettings scheme relevant to the area they live in or wish to live in).

## **Reviewing Nominations**

Successful applicants for a Freebridge property shall be invited for a face-to-face interview to determine whether a tenancy will be granted. A successful bid through Homechoice does not automatically guarantee the offer of a tenancy.

Prior to an offer being made, **we shall assess** the:

- Accuracy of information received regarding the applicant(s) circumstances & household need.
- Anticipated level of support and/or health care needed to live independently in the accommodation.
- Suitability of the accommodation compared to the household needs including existing or potential adaptation needs.
- Anticipated sustainability of the tenancy.
- Potential impact on existing tenants and residents within the locality.

- Compliance with current Tenancy Agreement whether this be with Freebridge or another Private or Social Landlord i.e. breaches in relation to non-payment of rent, anti-social behaviour etc. will each be considered independent of any action the current landlord is or may be considering pursuing.

An assessment for a Freebridge property **will only** proceed where the applicant(s) are willing and able to provide photographic or other government approved identification documents, and a full and evidenced declaration of their household income, benefit entitlement and expenditure.

All nominations will be dealt with in accordance with the National Housing Federation's Code of Conduct 2012, that ensures Board members, staff, involved residents and those with whom they are closely connected receive no preferential consideration for housing, over and above the housing priority determined by the Local Authority.

## **Refusing a Nomination**

**We shall give consideration for** refusing a nomination for an applicant from a Freebridge property in the following circumstances:

- The applicant or a member of their household are guilty of current or previous unacceptable behaviour that is likely to make them an unsuitable tenant. Where applicants have not previously been a tenant of Freebridge unacceptable behaviour is considered to be any behaviour that Freebridge would have taken legal action against the applicant(s) or household member for, should they have occupied a Freebridge property at the time.
- If we have previously taken legal action against the applicant(s) or a member of their household for:
  - Rent arrears or another debt against the Association.
  - Damage or neglect to a property.
  - Used their home for immoral or illegal purposes or caused anti-social, and/or threatening behaviour towards neighbours, staff or contractors.
  - If they were evicted previously from a Freebridge property for any form of breach, or abandoned a property after we started legal proceedings.

Where there is clear evidence that applicants have sustained a successful tenancy following a previous tenancy breach, or we are satisfied that they are taking all reasonable steps to address a former debt, we will not unduly refuse a nomination.

- If we consider that the nature and/or size of the accommodation is not suitable for the needs of the applicant(s) and/or their household (see also 'Suitability of Accommodation' and 'Ground Floor, Adapted and Sheltered Properties')
- Where we consider that the applicant(s) have unmet support needs which will likely impact on their ability to sustain the tenancy, and we are unable to secure the required support to meet these needs.
- Following a financial assessment we have substantial concerns that the accommodation is not affordable for the applicant(s), and reasonable steps (such as, but not limited to support to maximise an applicant's income) will not remedy this (see also 'Suitability of Accommodation').

If, following our assessment, the decision is not to continue with an allocation then the applicant(s) will be informed in writing of our reasons within two working days.

## Suitability of Accommodation

Homechoice shall normally determine the appropriate size accommodation for each applicant(s) and their family at the point that an application is registered, and eligibility to bid on certain property sizes will be controlled by Homechoice.

### We shall:

- Assess nomination suitability (See above) and be guided by the following criteria for determining household/property size:

Property Size	Max	Household Size
Studio/1 bedroom	2	single person or couple
2 bedrooms	4	minimum 2 person or 3 if household includes a couple
3 bedrooms	5	minimum 3 person or 4 if household includes a couple
4 bedrooms	6	minimum 4 persons or 5 if household includes a couple, (with preference given to families with 5 or more children) – in which case max not applicable
5 bedrooms	10	minimum 5 persons or 6 if household includes a couple with preference given to those with more than 6 children

- Determine under occupation, which reflects the individual & specific needs of households and property types and sizes, as well as having regard to the Department for Work & Pensions Social Sector Size Criteria. We will consider any household who have one or bedrooms not regularly in use as a bedroom as being under occupied.
- Determine statutory overcrowding in accordance with Section 10 of The Housing Act 1985.
- Undertake a financial assessment with all applicants, for the purpose of determining whether the proposed accommodation is affordable, both in terms of meeting the cost of the rent, as well as longer term sustainability through consideration for all reasonable living costs and expenses necessary to maintain a property to an acceptable standard.

Provided that the financial assessment clearly demonstrates affordability, through earned income, benefit assistance, or a combination, then a tenancy shall be granted.

If the assessment clearly states that the proposed tenancy cannot be afforded, nor sustainable, then this shall be grounds for refusal.

The existence of priority or credit debt will not prevent an offer; however we will expect the applicant(s) to work with us in order to access budgeting and debt advice, to ensure the future sustainability of the tenancy.

When an applicant has a housing debt with another landlord we will require evidence of a reasonable and regular repayment history in order to proceed with the nomination.

Where an applicant is unwilling or unable to provide a full and substantiated financial statement, we will not proceed to make an offer of a Tenancy.

## Ground floor, Adapted and Sheltered properties

### We shall:

- Review applicant(s) circumstances thoroughly at the point of nomination to ensure that a medical or social need for this type of accommodation exists and can be reasonably expected to remain so in the future.

Where an applicant(s) cannot demonstrate a genuine or on-going need for the accommodation, a tenancy will not be offered. We recognise that our staff do not have medical training, and decisions will be made subject to evidence provided exclusively by Homechoice and/or recognised medical professionals.

## **Sheltered Housing Applicants**

Eligibility for our sheltered accommodation is determined by the criteria specified in accordance with our Government 'Supporting People' funding arrangements.

In order to be eligible for our sheltered accommodation, all applicants (and members of their household) will need to meet the following criteria:

- 55 years old or more with a proven medical need for sheltered accommodation.
- 60 years or more.

Where there is a proven medical or social need for sheltered accommodation but the age criteria is not met, we will take a flexible approach in partnership with our funders to determine whether an applicant may be permitted.

## **Appeals**

Each application will be considered individually, and in accordance with the criteria outlined. Provided that the applicant(s) has been correctly permitted to join the Homechoice register and nominated in accordance with the Local Authority's Allocations Policy, Freebridge will consider any application in more detail, including any further supporting evidence the applicant(s) may have, at that time.

All applicants refused an offer of a tenancy following a correct nomination from Homechoice may appeal the decision via our Appeals process.

## **Local Lettings Plans**

From time to time, such as with new developments or in areas with specific challenges such as anti-social behaviour etc., we may find it necessary to restrict the criteria for applicants for certain accommodation in order to support our aim to build balanced and sustainable communities.

When considering a Local Lettings Plan, we will work with Homechoice to ensure that applicants are not unreasonably & disproportionately (in relation to the purpose or need for the restriction), disadvantaged.

## **Transfers**

We do not hold a separate transfer list. All of our existing tenants may only apply to transfer to another Freebridge property through the Homechoice scheme.

As with prospective new tenants, if a nomination is received then an interview will be carried out to determine whether an allocation will be made.

A move from one Freebridge home to another, will usually only be permitted if there is:

- No current breach of the existing tenancy agreement; or
- Outstanding housing related debt on any current or previous tenancy; and
- Subject to the condition of the existing property being inspected prior to the transfer being agreed.

However, where the health or wellbeing of an applicant(s) or their family, or their ability to maintain their current tenancy is being jeopardised by their current housing, additional consideration will be given as to whether it is reasonable to refuse a transfer because of existing tenancy breaches including, but not limited to, where rent arrears accrue as a result of the existing accommodation being demonstrably too expensive for the tenant(s).

Where a transfer is permitted with arrears outstanding, the arrears shall form part of the new tenancy agreement.

In a limited number of extreme circumstances, and in order to protect the health, safety and wellbeing of a tenant(s) and/or their household, we will also consider making a direct transfer offer. The circumstances in which this might be considered include:

- Domestic Abuse (threatened or perpetrated), and supported via the MARAC
- Hate Crime Harassment (threatened or perpetrated).
- Substantiated threat to life or actual violence, supported by the Police or other statutory agency
- Immediate and severe medical need which impacts on the suitability of the current accommodation (such as in the cases of terminal illness, or prevented hospital discharge)
- To allow us to fulfil our housing management function i.e. substantial property repairs (subsidence, flooding etc.).

We are unable to provide emergency accommodation. In the event that an existing tenant and/or their household need to be relocated urgently, we will work closely with the Local Authority to access alternative options.

In all cases involving harassment, violence (threatened or actual) or anti-social behaviour we will work closely with statutory agencies such as the Police, to ensure that tenant(s) are protected, and with the Housing Options Service of the Local Authority to access accommodation in the event that an immediate relocation is required, whether this be a permanent or temporary measure.

In the majority of cases, only those considered to be most vulnerable and at the highest risk will be offered alternative accommodation directly.

In accordance with our [Anti-Social Behaviour, Harassment and Hate Crimes Policy](#) we will work to support and make safe our tenants in their own, existing homes.

We will also work closely with Homechoice to ensure that those requiring a more urgent, but not immediate move are supported to access this via the Emergency Card provision within the choice based lettings scheme. Any applicants awaiting a transfer will be made a maximum of 3

offers of accommodation, with consideration to the properties' suitability and the applicants' preferences as best possible. If an applicant refuses an offer of accommodation 2 times, their transfer will be suspended and put under review by the Lettings Manager to ensure the offers made have been suitable. If a 3<sup>rd</sup> and final offer of accommodation is refused, then the application will be escalated to the Housing Services Manager for cancellation. Applicants have a right to review any cancellation of their transfer application, however this will sit outside of the Appeals Process and will be considered by the Head of Housing and Community Services.

## **Temporary Moves**

In the event that it is necessary to carry out improvements or repairs, including in respect of structural defects, or adaptation works to a property that cannot be safely completed with the tenant in occupation, we will make available stock to offer as a temporary relocation.

## **Temporary Accommodation**

We will cooperate with the Local Authority in order to assist them with fulfilling their statutory duties in relation to homelessness, by providing temporary accommodation subject to our own assessment of those nominated.

We will not accept nominations for temporary accommodation for those evicted from a Freebridge property, or those proven to have perpetrated anti-social behaviour at a previous address which caused the loss of a tenancy.

## **Shared Houses**

We will work with the Local Authority and other charitable organisations in order to provide and manage shared houses to target specific housing needs in the area.

Criteria for eligibility for shared accommodation will be defined within scheme specific service level agreements.

## **Succession & Assignment**

In the event of the death of a tenant, we will work closely with the Local Authority to ensure the housing needs of the remaining household are met as far as possible.

For tenancies commencing prior to 1<sup>st</sup> April 2012, **regardless of the wording of the tenancy agreement**, a Statutory (or automatic) Successor can only be a Spouse, Partner, Civil Partner or adult living with the tenant as such prior to their death.

For tenancies commencing after 1<sup>st</sup> April 2012, anyone listed in the tenancy agreement as a Successor will have the automatic right to succeed provided that they meet the criteria as set out exactly.

There will only be one succession to each tenancy.

For all joint tenancies, when one tenant dies the tenancy automatically passes to the living tenant by a process called Survivorship, which also counts as the one and only Statutory Succession.



In the event that a succession ('passing on') of the tenancy has already occurred, or that someone other than a Statutory Successor wishes to remain in the property, the granting of a new tenancy will be considered at our discretion. Depending on the makeup of the remaining household and their specific housing needs, we may also instead offer a tenancy at an alternative property.

All of our Assured & Assured shorthold (except from Starter) Tenants can also choose to assign or 'pass on' their Tenancy at any time to a member of their household who would have qualified as a Statutory Successor in the event of their death, and provided that certain conditions are met including:

- No current breach of the Tenancy Agreement which has resulted in legal action i.e. Notice of Seeking Possession or subsequent Possession Proceedings.
- It would not result in over or under occupation.
- The Accommodation is not adapted or provided for a specific group of people (i.e. sheltered housing etc.).

An assignment will be considered as a 'Living Succession' meaning that no further Statutory Succession can happen. This includes where one joint tenant assigns the tenancy to the remaining tenant, such as in the event of a relationship breakdown etc.

In situations where a joint tenant gives notice to end a tenancy against the will of the remaining tenant, we may use our discretion to offer a new tenancy to the remaining tenant.

When we use our discretion to refuse to grant a new tenancy then the decision can be appealed via our Appeals process.

## **Tenancy Amendments**

We recognise that our tenants' circumstances change, and that during the course of a tenancy some tenants may wish to reflect this by making changes to their tenancy agreement.

For 'lifetime' (assured periodic) tenants, a joint tenant can be removed, on agreement of both tenants, through the assignment of the tenancy – however this will mean that no further assignment or succession will be allowed.

Alternatively, a partner or civil partner can be added to the tenancy as a joint tenant, provided that no previous assignment or succession has occurred.

For Fixed Term (Assured shorthold non-periodic) tenants, a joint tenant can be removed, on agreement of both tenants, through the assignment of the remainder of the fixed term. This will also mean that no further assignment or succession will be allowed.

A partner or civil partner will only be added to a fixed term tenancy on the granting of a further fixed term.

## **Mutual Exchange**

The majority of our tenants have the right to 'mutually exchange' or swap their tenancy with another assured or secure tenant. The method by which the exchange will occur will depend on the nature of the tenancy agreements either party holds, in accordance with the relevant legislation.

As with new tenancies, we will carry out an assessment of each exchange application.

Where a financial statement supports affordability, we will allow an exchange to occur where a household would be moving into a property with a maximum of one more bedroom than the property they currently occupy and/or is required by the household.

For an exchange to be permitted, the following conditions must be met:

- No current breach of the Tenancy Agreement which has resulted in legal action i.e. Notice of Seeking Possession or subsequent Possession Proceedings.
- The exchange would not result in over or under occupation.
- The Accommodation is not adapted or provided for a specific group of people.

There should normally be no current breaches of tenancy. However, where rent arrears have accrued as a result of the existing accommodation being demonstrably too expensive for the tenant(s) then further consideration will be given and a decision made on the balance of information provided. Where an exchange is permitted in these circumstances, an agreement will be entered into with regards to any arrears outstanding that are owed to Freebridge.

An inspection of the condition of the current property will also be required prior to an exchange being permitted.

All tenants exchanging properties will be expected to bear the full associated costs, including any statutory inspections that Freebridge are required to make, and will accept the property 'as seen', with the exception of any necessary priority repairs.

## **Tenancy Fraud**

We are committed to ensuring that our properties are available to those who are eligible and in housing need.

We will be vigilant to indications of tenancy fraud and provide our staff with training and robust procedures to tackle concerns. We will also work closely with the Local Authority to use the provisions of the Prevention of Social Housing Fraud Act 2013 to take appropriate and robust action against those believed to be committing the criminal offence of subletting.

We will provide clear information regarding the requirements of the tenancy agreement to all new tenants, and no Tenancy will be offered to a nominee unless photographic or other government approved form of identification can be produced.

## Anti-social behaviour, Harassment and Hate Crimes Policy: 18

### Accountable Director: Customer & Communities

**Policy Statement:** Freebridge supports the view that everyone has the right to live in the way that they wish, providing that it does not impact on the quality of life of others. This means that we expect all of our customers, those that live with them, and those that visit them, to be tolerant and respectful of the choices and needs of others. We want to ensure that the communities in which our customers live are peaceful and secure.

When this does not happen, we seek to support our customers by keeping accurate records of any unacceptable behaviour and taking legal action when required. We shall also work with our other partners to ensure early intervention and resolution using a range of tools

We are committed to doing all that we reasonably can to tackle anti-social behaviour. Where this potentially includes criminal behaviour, we will always work closely with the Police, to ensure that any action is robust.

The Board has responsibility to support the Director of Customer & Communities in ensuring that Freebridge will not tolerate hate incidents and that the organisation will make all reasonable efforts to tackle anti-social behaviour. The policy shall be subject to periodic Board review to ensure that it continues to meet relevant legislation and regulatory requirements, reflect best practice and Freebridge's overall objectives.

#### Procedural Guidance:

These arrangements apply to all of our tenanted, shared owner and leasehold properties, the neighbourhoods they are situated in and those living in them. It covers anti-social behaviour and all forms of harassment and hate crimes. Our **Domestic Abuse** and **Safeguarding Children & Young People** and **Safeguarding Vulnerable Adults** arrangements complement our work in this area.

Where we have management agreements in places for agents to manage our properties on our behalf, these agents will be expected to have regard for this policy, in addition to any of their own.

#### General Responsibilities

##### We shall:

- Ensure we make clear our expectations for customers to live peacefully with their neighbours and within their communities, and our commitment to taking action when this does not happen.
- Ensure early detection and reporting of anti-social behaviour, harassment and hate crime is facilitated by our procedures.
- Minimise the impact of anti-social behaviour, harassment and hate crime on our customers through early intervention and resolution using a range of tools.
- Take timely and proportionate action, in partnership with others such as the Police or the Local Authority, as appropriate.
- Provide support to victims, and ensure their wishes are considered throughout the process.

- Work with partners to provide support options for perpetrators in order to prevent reoccurrences of anti-social behaviour, harassment and hate crimes.
- Consider legal enforcement, and especially action against a perpetrator's tenancy, in only the most serious cases.

## **Strategy**

### **We shall:**

- Ensure that we meet our duties under all relevant existing legislation and regulations; and
- Work with customers, residents and other agencies to:
  - Respond to complaints of anti-social behaviour, harassment and hate crimes quickly and sensitively, in order to resolve them in an efficient and fair manner.
  - Ensure all reports of anti-social behaviour, harassment and hate crimes are taken seriously, including any anonymous reports
  - Investigate all cases in accordance with our procedures.
  - Take a victim centred approach to dealing with complaints, provide access to support, and as far as we reasonably can, take their views into consideration when deciding on appropriate action.
  - Provide support to individual victims and communities to work with us and partner agencies in order to report and address concerns.
  - Take reasonable, proportionate and appropriate action against those responsible for anti-social behaviour, harassment and hate crimes.
  - Introduce preventative measures, enforcement, and rehabilitative action to stop anti-social behaviour and harassment.
  - Work with a range of specialist agencies to ensure that support is made accessible to both vulnerable victims, as well as to offer the opportunity of rehabilitation for perpetrators.
  - Work closely with other local Housing Providers and statutory partners such as the Police and Local Authority to tackle problems affecting residents on a wider basis
  - Regularly seek feedback regarding our service in order to continually develop and improve.

## **Categorising Anti-Social Behaviour, Harassment and Hate Crimes**

We will categorise incidents of anti-social behaviour, harassment and hate crimes according to severity and respond accordingly within agreed timescales.

Cases may often involve several different types of behaviour, in which case our staff will use their discretion when categorising cases to ensure the matter is dealt with in the most appropriate way.

Not all incidents of anti-social behaviour will be investigated in the first instance; appropriate advice, guidance and sign posting will instead be given until thresholds are reached, and therefore a sustained pattern of behaviour can be determined.

Our Anti-Social Behaviour Procedural guidance outlines these categories and thresholds.

## Prevention

Whilst we are committed to addressing housing need and providing homes for as many people as possible, we also seek to protect and maintain a peaceful home life for all of our customers. Therefore, before we decide to proceed with any nomination for housing, we will always require satisfactory references from previous landlords where appropriate.

When a tenancy is granted, in accordance with our [Tenancy Policy](#), we will offer most new customers an initial starter tenancy, to act as a probationary period prior to a more secure form of tenancy being granted.

During the starter period, where we have made and exhausted all reasonable efforts to resolve ongoing anti-social behaviour, harassment or hate incidents/crimes, or in the event that the behaviour is deemed so serious as to be unresolvable, we may consider ending tenancies by serving the appropriate notice. In these circumstances we will also provide customers with the opportunity to appeal our actions via our Appeals process.

Where tenancies have previously been brought to an end by us through legal enforcement, or where a tenant has abandoned a property following commencement of legal action, we will usually require proof of a successful subsequent tenancy before offering further accommodation.

We are also committed to preventing anti-social behaviour that arises from unmet family support needs. All of our front line staff have a good awareness of our Safeguarding Children & Young People, Safeguarding Adults at Risk of Abuse and Neglect and Domestic Abuse policies and procedures. Our Tenancy Advisors are also trained in identifying risk via the Domestic Abuse, Stalking and Honour Based Violence Risk Assessment Checklist (DASH model).

## Stop Hate In Norfolk (SHiN)

We are committed to adhering to the objectives of the Stop Hate in Norfolk Protocol, in order to raise awareness, tackle hate incidents and hate crime and to provide support and help to people who are victims.

### We shall:

- Publish clear messages to customers that we do not tolerate hate incidents or crime in any form;
- Publish information for customers about how to report hate incidents in Norfolk, and the different reporting options available;
- Publish a hate incident policy for staff and/or volunteers, which sets out:
  - The definition of a hate incident
  - The different ways a hate incident can be reported to the police
  - The responsibility of staff/volunteers to report a hate incident on someone else's behalf, if the victim or witness does not feel confident to do it themselves
  - Definition of a multi-agency case conference
  - Information about how staff/volunteers can access Norfolk's free learning and development on hate incident reporting
- Ensure that staff/volunteers can access at least one option for reporting a hate incident;
- Ensure relevant staff/volunteers undertake Norfolk's free learning and development on hate incident reporting;
- Ensure that relevant senior management teams receive reports produced by Norfolk Constabulary setting out hate incident data and trends, so that this informs service planning.

## **Reporting Anti-Social Behaviour, Harassment and Hate Crimes**

### **We shall:**

- Make our services as accessible as possible to all of our customers and members of our local communities.
- Ensure that victims can make initial complaints to us in as many ways as possible, including anonymously, over the phone, by email, text, and in writing.
- Act as a recognised reporting centre for hate crimes and share information, as appropriate with the Police and Local Authority in respect of those issues arising within the scope of their statutory responsibilities.

### **Responding to reports**

On receiving a report, we will allocate an initial category to a case, pending further investigation.

When deciding on appropriate action we shall:

- Aim to balance the wishes of the victim with what we believe to be a reasonable and proportionate response to the problem.
- Be clear and open about what we can do to assist from the first meeting with a victim; and
- What we know that we can realistically do.

To enable us to support a victim appropriately, we will require all complainants to engage in an interview, in whichever format is most appropriate for the individual.

We will take all anonymous complaints seriously, however, where there is a named victim involved in the case we will expect engagement with that person to provide further information for us in order to act.

Throughout our investigations and interventions, we will keep victims updated at regular, agreed intervals, and will provide timescales for our actions.

Before a case is closed, we will discuss our intentions with the victim, and where possible we will only close cases with the agreement of the victim.

In some circumstances, where we feel we have exhausted all available options in resolving the matter, or where we no longer agree that the behaviour is anti-social. We may still close a case even if a victim disagrees, however we will give a full explanation of our reasons and advice on what the victim can do next.

### **Support to Victims**

We recognise that some victims may be more vulnerable than others to the effect of anti-social behaviour.

### **We shall:**

- Always carry out a victim risk assessment as part of our initial investigations.

We will work with a range of agencies, national and local partners, such as Victim Support, as well as our own in-house tenancy support service if appropriate, to sign post and/or directly provide support, tailored to the needs of the victim.

Support will also be extended to witnesses in cases where appropriate and required, and may include but will not be limited to:

- Security improvements.
- Considering temporary or respite housing/accommodation.
- Using professional witnesses to gather evidence.
- Providing practical help with gathering evidence in different formats i.e. audio diaries.
- Arranging for witnesses to be supported through and during any court hearings.
- Providing financial support to those affected as a result of assisting with legal action, such as but not limited to compensation for the loss of earnings.
- Providing a dedicated point of contact through our Tenancy Enforcement Advisor.

We are committed to tackling and resolving problems so that victims can remain in their homes. We will not usually permanently move victims or witnesses of anti-social behaviour within our own stock, except in the following circumstances:

- Domestic Abuse (threatened or perpetrated), supported by the MARAC
- Hate Crime/Harassment (threatened or perpetrated), supported by the Police
- Substantiated threat to life or actual violence, as supported by the Police

## **Safeguarding**

At all times when dealing with anti-social behaviour, harassment and hate crimes we will have full consideration for the need to safeguard any children and adults at risk who may be involved, as well as the immediate victims.

We understand that often anti-social behaviour and harassment can be symptomatic of many other more complex problems within a household. All of our staff dealing with cases will work with regard to our Safeguarding Children & Young People, Safeguarding Vulnerable Adults and Domestic Abuse arrangements, that may involve other agencies as appropriate, in order to protect the welfare of others.

## **Working in partnership**

We believe that anti-social behaviour, harassment and hate crime can only be successfully tackled by working in partnership with other agencies, in order to access a wider range of tools, powers and services. Where other agencies have statutory responsibilities for certain issues, such as noise nuisance, we will assist customers as appropriate in gathering evidence to inform the Council's decisions regarding enforcement.

## **We shall:**

- Be party to information sharing protocols to allow the proportionate, responsible and appropriate sharing of information with others in order to prevent and detect crime, and to protect our residents.
- Continually develop our approach to tackling anti-social behaviour, harassment and hate crime, learning from the best practice of others.
- Actively engage and welcome scrutiny and challenge in joint case reviews, such as via the Community Trigger process.
- Not treat initial or ongoing reports of anti-social behaviour, harassment and/or hate crimes as a corporate complaint. Our Complaints, Comments and Compliments

arrangements are intended to address instances where customers are not happy with the service we have provided, rather than the anti-social behaviour itself.

## **Leasehold/Shared Ownership Properties**

### **We expect:**

- Our leaseholders and shared owners to be able to live peacefully and securely in their properties and that they will also be respectful and tolerant of their neighbours and community.
- That if our leaseholders choose to sublet their properties, they will act responsibly as well as ensuring that their tenants also live in a way that does not cause nuisance or annoyance.
- Our leaseholders to be responsible for the behaviour of their tenants in accordance with the terms of their lease.

When anti-social behaviour, harassment and hate crimes are alleged to be perpetrated by our shared owners and leaseholders, or tenants of the leaseholders, we will work with partners and statutory agencies to take comprehensive action. Where we consider it proportionate to do so, we may take possession action against our shared owners, or action against leaseholders in forfeiture of their lease. Where this circumstance arises, leaseholders will be provided with the opportunity to appeal our decision and/or actions.

### **Training**

All of our newly recruited Tenancy Advisor staff responsible for dealing with cases will receive training on our procedures for tackling anti-social behaviour & harassment. These procedures will be maintained and easily accessible for all customer-facing staff to support them in their work.

### **Legal Enforcement**

We recognise that despite our interventions and those of partners, there will be occasions when legal action is required.

When we take legal action we will make decisions on what is appropriate on a case-by-case basis, aiming to take the least punitive action required to modify behaviours.

We will take a victim led approach to agree a plan of action, as well as try to balance the wishes of the victim(s) and other residents against any support needs or vulnerabilities that we know the perpetrator has.

We will always consider any known disabilities that the perpetrator may have when deciding on what action is proportionate to the behaviour and the effects on the victim(s) and wider community. This will include having due regard to the Public Sector Equality Duty (PSED) as contained in Section 149 Equality Act 2010.

Where we feel that other agencies have more appropriate powers, we will work in partnership with them to share information and make use of alternative tools, such as Closure Orders or Criminal Behaviour Orders etc.



## Tenancy Enforcement Action

As a landlord we will usually only consider taking action against a perpetrator's tenancy where we feel that other remedies have failed, we have reasonable grounds to believe would fail, or where we consider that the severity or nature of the behaviour requires such action, with or without any prior intervention.

This could include:

- Demotion orders which affect the security of the tenancy.
- Injunctions to prevent certain activities or behaviours in our properties.
- Possession proceedings which may lead to eviction.
- Use of the Mandatory Ground 7A for Possession.

We will ensure that we provide customers with the opportunity to appeal our decisions and/or actions via our Appeals arrangements.

## Vulnerable perpetrators

We understand that anti-social behaviour can sometimes be a symptom of unmet support needs. We will also work to prevent future problems where ever we can, by providing perpetrators with options to seek support or assistance with issues such as their mental health or substance misuse, as appropriate and reasonable.

### We shall:

- Consider vulnerable perpetrators needs, including but not limited to:
  - Alternative methods of communication such as Braille or explaining the situation on the phone, as well as by letter.
  - Contacting any known support agencies working with the individual.
  - Offering advice or signposting to advice agencies/resources.
  - Allowing extra time to remedy the situation...

In some cases, even when we recognise that a perpetrator is vulnerable and that our actions will have an adverse impact on their lives, if we reasonably believe that the impact of their behaviour on neighbours/other tenants is significant, we will take further action which may include eviction or injunction proceedings.

However, in taking our decisions or actions we will always have regard for the:

- Effects on a perpetrator of any vulnerabilities or disabilities they may have; *and*
- Extent to which these may influence their behaviour; *as well as*
- Impact that their behaviour has on a the victim(s) and/or the wider community; *in comparison to*
- Likely impact that our proposed action will have on the perpetrator

## Information Sharing

We recognise the importance of treating all information with appropriate caution and shall ensure Freebridge complies with all relevant legislation when handling data.

We are signatories to joint information sharing protocols across Kings Lynn and West Norfolk with relevant partners in order to ensure effective joint case working and the protection of victims.

We will monitor the number of incidents of anti-social behaviour and harassment that we deal with in respect of a range of measures, which provide us with an insight into the issues.

We will separately monitor all cases of racial harassment and hate crimes.

## **Appendix One - Definitions**

### **Anti-Social Behaviour**

Freebridge uses the wording of the Anti-Social Behaviour, Crime and Policing Act 2014 as a guide to defining Anti-Social Behaviour (ASB) as follows:

Anti-social behaviour means:

- a) conduct that has caused, or is likely to cause, harassment, alarm or distress to any person,
- b) conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises, or
- c) conduct capable of causing housing-related nuisance or annoyance to any person

Anti-social behaviour in practice can be anything from graffiti, to physically attacking someone. We will record all incidents which we investigate and believe to be anti-social within the definition given above.

### **Harassment**

Harassment has no one definition but can be considered as any behaviour which makes another person feel distressed, humiliated or threatened. Incidents of harassment can include sexual comments or gestures, offensive graffiti, abusive language and behaviour, violence or threats of violence towards people or property and can be an isolated incident or a series of incidents.

Harassment of anyone because of a Protected Characteristics as defined by the Equality Act 2010 (and listed below) can also be considered as a Hate Incident/Crime:

- Age.
- Disability.
- Gender reassignment.
- Marriage or civil partnership.
- Pregnancy and maternity.
- Race.
- Religion or belief.
- Sex.
- Sexual orientation.

### **Hate Incidents & Crimes**

A **Hate Incident** is any incident which may or may not be a crime and is perceived by the person, or any other person as being motivated by prejudice or hatred.

A hate incident may or may not be a criminal offence. Only the police can decide whether a hate incident is a hate crime.

A **Hate Crime** is any offence committed against a person or their property motivated by the offender's hatred of that particular person or group of people because they are seen as being different. This could be because of their:

- Disability.
- Race or ethnicity (this includes Gypsies and Travellers and people from other countries in Europe)
- Religion or belief.
- Sexual orientation (Lesbian, Gay or Bisexual).
- Gender identity.
- Age.
- Sub-culture / lifestyle (e.g. Goths, Emos).

(Definitions taken from <https://www.norfolk.gov.uk/safety/hate-crime> ). Where we refer to hate crimes(s) throughout this policy we use the term to mean both hate crimes and hate incidents.

Incidents may involve physical assault, damage to property, bullying, harassment, verbal abuse or insults, offensive graffiti or letter, emails.

### **Racist Incident**

We apply the same criteria to hate incidents as to racist incidents, and have adopted the following definition of racist incident: -

'Any incident which is perceived to be racist by the victim or any other person.'  
(Macpherson Report 1999, Recommendation 12).

If anyone – the victim, a witness, the Police or our staff – perceives an incident to be a hate crime or racist incident, it will be recorded as such. Incidents of racial harassment and hate crimes, for monitoring purposes are recorded in such a way to make them easily distinguishable from anti-social behaviour and other forms of harassment.

## Community Development Policy: 19

### Accountable Director: Customer & Communities

**Policy Statement:** We will focus on our customers' needs and the wider community, in order to identify, deliver or support initiatives that give local communities opportunities and the strength to grow.

Freebridge recognises that the wider community, in which our properties are situated, has a large impact on the enjoyment and quality of life of our customers. It is important we maximise customer satisfaction by supporting communities that aspire to improve their environment and fulfil their potential,. Our community initiatives shall be focused on achieving identified benefits for our customers, but which will also have an impact on the wider population of West Norfolk.

#### Procedural Guidance:

##### We shall:

- Support community initiatives that maximise existing resources and potential ensuring that customers and residents are empowered to take the lead.
- Support community development opportunities that will have the greatest impact and leave a sustainable legacy.
- Ensure that all new community development opportunities are thoroughly researched and evaluated before commencement.
- Ensure each community development initiative has an agreed exit strategy and this is regularly reviewed and updated.
- Aim to apply for external funding to support community development projects to increase opportunities for customers and increase budget potential.
- Aim to support initiatives that underpin our other projects.
- Integrate with our "Place Shaping" approach.
- Recognise 'digital' communities.
- Review new initiatives to ensure they deliver the expected outcomes and where they do not, take appropriate action; and
- Promote to staff and stakeholders that our community initiatives that are developing our reputation for being more than a 'bricks and mortar' landlord.

##### Activities

##### We shall:

- Concentrate on those activities that can have the greatest impact for our customers, but will not exclude the wider community.
- Recognise that in some circumstances we will achieve better results by working with partners, in accordance with our values and culture.
- Take a more evidence-based approach to new initiatives.
- Recognise that we cannot help every community and assess whether our intervention will yield long-term results.
- Ensure the right skill sets are available to deliver our initiatives.

## Digital Engagement Policy: 20

### Accountable Director: Resources & Deputy Chief Executive

**Policy Statement:** We shall encourage and empower customers, employees, contractors and suppliers to maximise engagement with us via digital media.

Freebridge considers that digital media channels are a convenient and effective means of customer and employee engagement which delivers cost savings, efficiency gains and business change.

We shall provide public access to digital services where we can do so at minimal additional cost as part of existing service provision, and deliver services electronically as appropriate.

#### Procedural Guidance:

##### We shall:

- Seek to increase digital engagement by:
  - Promoting our digital services to our customers and suppliers to make them easy to use.
  - Increasing our digital footprint through the wider use and development of our Intranet, website and social media portals.
  - Embedding digital into service delivery.
  - Helping tenants get online and providing assistance with the completion of online applications following changes to the benefits systems.
  - Partnering with key local agencies to promote digital inclusion initiatives and help to deliver the national “Basic Digital Skills” framework.
  - Promoting low-cost computer hardware, software and broadband deals to tenants and employees.
  - Helping to support our Corporate Strategy by promoting digital communities through Digital Champions.
  - Helping to support our [Financial Inclusion Policy](#) and Energy Champions by enabling or encouraging tenants to access best prices for goods and services online, and maintaining an online presence and identity profile.
  - Facilitating digital skills training for employees, Board Members and the Customer Voice Panel and Service Champions to embrace technology to improve productivity and collaboration.
  - Leading digital engagement in the area working with health, education and council bodies.

##### Access to Digital Services

##### We shall:

- Provide public access to digital services where we can do so at minimal additional cost as part of existing service provision, and
- Deliver services electronically, as appropriate.

##### Sign-posting, Information and Educational Initiatives

##### We shall:

- Provide information to our tenants on hardware, software, access and training that we consider are relevant and good value for money; and
- Provide or host training initiatives, as appropriate.

### **Champion Digital Services and Infrastructures**

#### **We shall:**

- Promote our digital services and champion the use of technology to tenants and employees.

**Policy Statement:** Freebridge believe that everyone has the right to live without fear or threat of abuse from a partner, former partner or household member. We are committed to accessing and providing support to victims of domestic abuse. We want to raise awareness of domestic abuse, provide prompt and sensitive services to victims, and work closely with other agencies to achieve best outcomes for individuals and their dependents.

We are not an investigative or intervention agency; however our staff and contractors are in regular contact with our customers, and are therefore in a position to potentially observe signs of abuse and to alert the appropriate agencies.

We shall endeavour to prevent, identify, report and raise awareness of domestic abuse, to safeguard the healthcare and welfare of our customers and work closely with the local authorities and partner agencies to prevent and protect customers from domestic abuse.

### **Procedural Guidance:**

#### **We shall:**

- Treat all cases of domestic abuse seriously.
- Take a victim centred approach.
- Ensure that people experiencing domestic abuse access appropriate services as early as possible.
- Work closely with other agencies to protect those at risk of violence, and to provide access to advice and support appropriate to the individual's circumstances.
- Use legal action where appropriate and within our remit.

#### **Support for individuals**

##### **We shall:**

- Provide a supportive environment that encourages people to report domestic abuse.
- Respect gender, cultural, ethnical or sexual orientation preferences by providing, wherever possible, support from a member of staff with a similar background, in a location of the individual's choice.

Through our Tenancy Support service, and our partnerships with a range of agencies, we will endeavour to match suitable support to individuals, in order to meet their own separate needs.

#### **Housing Support:**

##### **We shall:**

- Act to secure and repair properties of victims of domestic abuse as quickly as possible; where appropriate and only in agreement with the victim and other relevant partners such as the Police, we will recharge the cost of the works to the perpetrator.
- Work with victims and the Police to install any additional security measures considered proportionate and suitable to help protect from further incidents, such as:
  - Security lighting.
  - Additional door and/or window locks.
  - Security door chains.

- Fencing.
- Work in conjunction with the Local Authority to provide Housing Options advice to individuals when it is decided that re-housing is the most appropriate course of action.

Our [Allocations & Lettings Policy](#) sets out our commitment to assisting victims of domestic abuse to transfer to another property.

We will also work with the Local Authority to assist victims to access respite or temporary accommodation suitable to their needs and that of any dependants.

- Provide tenancy advice to individuals where a joint tenancy exists, and when appropriate, consider legal action against perpetrators e.g. injunctions; possession orders etc.

## **Working with Partners**

### **We shall:**

- Work closely with a range of partners in order to:
  - Prevent domestic abuse,
  - Report appropriately and;
  - Reduce the risk to victims, where possible.
- Participate in Multi Agency Public Protection Arrangements and Multi Agency Risk Assessment Conferencing case conferences as appropriate

## **Identifying, Assessing, Managing and Reporting risk of Domestic Abuse**

### **We shall:**

- Provide our front line staff with regular training to ensure that they remain alert to the signs of domestic abuse, and feel confident to act on all concerns.
- Train our Tenancy staff to assess the level of risk to an individual using the Norfolk Constabulary's adopted version of the Association of Chief Police Officers & Coordinated Action Against Domestic Abuse, '*Domestic Abuse, Stalking and Honor Based Violence Risk Assessment Checklist*' (the DASH model).
- Ensure Tenancy staff also provide basic safety planning/'keeping safe' advice or signposting, whilst all appropriate referrals are made to the Multi Agency Risk Assessment Conference.
- Refer all high risk cases (in staff's professional judgement), including cases where 3 or more DASH Based Violence Risk assessment forms have been completed will automatically be passed to the Multi Agency Risk Assessment Conference.
- Refer to the Police without delay, cases of immediate risk to life or on suspicion of a criminal offence and where staff have concerns for the immediate welfare of an individual.
- Sign post Individuals considered to be at low risk to appropriate partners such as Leeway, the Pandora Project or by instigating a Family Support Process referral for ongoing advice and support.

When appropriate, such as when staff require further guidance on a case or have wider safeguarding concerns, professional advice and guidance will be sought from the Multi-Agency Safeguarding Hub.



## **Safeguarding Children and Adults at risk of Abuse or Neglect**

Where we believe a child or another adult (who is not the person reporting domestic abuse to us) is also at risk from domestic abuse we will follow our Safeguarding Children & Young People and Safeguarding Adults at risk of Abuse or Neglect Policies and procedures, to involve other agencies as appropriate, in order to protect the welfare of others.

### **Information Sharing**

#### **We shall:**

- Recognise the importance of treating all information with appropriate caution and shall ensure that our staff comply with all relevant legislation when handling data.
- Consider that we have an overriding responsibility to report concerns of domestic abuse, and the safety of the individual is of paramount importance. This may mean that at times we are forced to override the wishes of a person based on the assessment of risk and potential harm.
- Work closely and openly with individuals to advise them of and discuss our concerns. Whenever possible our staff will inform before sharing information with other agencies.

Where this is not possible, or it is considered that this may potentially increase the risk to the individual concerned, then an undisclosed referral will be made.

### **Training**

#### **We shall:**

- Brief all newly recruited Tenancy Advisors during their induction period on domestic abuse awareness & our own procedures. All other newly recruited customer-facing staff will receive an internal briefing within three months regarding safeguarding in general.
- Provide annual customer-facing staff (refresher) training in all relevant aspects of safeguarding, including domestic abuse.
- Maintain comprehensive and easily accessible procedures for all customer-facing staff to support them in their work.
- Provide enhanced training to our nominated Domestic Abuse Champion to allow further support to staff around identifying and responding to concerns of abuse, assessing risk and making referrals.
- Ensure that contractors and their staff working on behalf of Freebridge have an awareness of domestic abuse and report any concerns that they have, as a result of working with any of our families, directly to our Designated Safeguarding Officer.

### **Awareness**

#### **We shall:**

- Seek to raise awareness of domestic abuse, and provide information to customers to enable victims to seek timely and appropriate support; and
- Support the work of the Norfolk Domestic Abuse and Sexual Violence Board in championing the 'Norfolk Says No' campaign, and any other relevant events.

## **Monitoring**

The policy will be subject to an annual formal review to ensure that it continues to reflect best practice as well as relevant legislation and regulatory requirements.

We will monitor the number of incidents of domestic abuse that we deal with along with the following information about the victim:

- Gender.
- Ethnic origin.
- Age.
- Disability.
- Religion.
- Sexual orientation.

**Accountable Director: Customer & Communities**

**Policy Statement:** Freebridge endeavour to maximise customers' income, and ensure access to high quality benefit and money advice and, financial services, whilst developing financial capability.

Freebridge recognises the need to reduce financial exclusion, not only to lower rent arrears levels but also to provide individuals with access to mainstream financial services. This is seen as an important step towards social, as well as financial inclusion that fits with the organisation's overall role in developing communities.

In order to be effective the organisation recognises the need to adopt a positive and pro-active approach to tackling financial exclusion. A tenant's lack of financial awareness can have a serious impact on our ability to collect rental income which then impacts upon corporate cash flows.

Freebridge is also committed to maintaining authorisation for its regulated consumer credit activities with the Financial Conduct Authority, and providing robust training for all relevant staff to ensure compliance at all times.

**Procedural Guidance:**

We recognise that it is important to maximise the effectiveness of areas which are our strengths, and to develop effective partnerships with those with specialisms in other areas to deliver our financial inclusion priorities in respect of the following key areas;

**Maximising Tenants Income**

**We shall:**

- Provide affordable social housing and low cost home ownership.
- Ensure effective rent arrears management, identifying debts early and offering affordable repayment agreements.
- Promote the take up of benefits via awareness campaigns and individual support.
- Promote and support Social enterprise initiatives.

**Ensure access to high quality benefit and money advice**

**We shall**

- Provide all new tenants with a financial health check to ensure they are claiming the benefits they are entitled to, and identify any money problems.
- Partner with others to offer all tenants access to welfare benefits advice.
- Signpost tenants to appropriate money advice from independent advice agencies.
- Provide direct money and benefit advice to tenants wishing to access our services.
- Partner with money advice and benefit charities to support and promote access to further specialist information and advice.

**Tackle fuel poverty**

**We shall:**

- Switch properties to the cheapest supplier when they become empty.

- Maximise the energy efficiency of our properties through our Homes and Community Maintenance Strategy.
- Provide direct advice on cost effective fuel and energy efficiency measures.
- Consider the possibility of joining or developing an Energy Club.
- Support customers to access affordable loans for fuel.

### **Improve access to financial services**

#### **We shall:**

- Provide general information to tenants on the range of banking services available.
- Promote the availability of affordable home contents insurance, partnering with the National Housing Federation's recommended insurer.
- Support the work of The England Illegal Money Lending Team, to raise awareness regarding loan sharks and illegal money lending.

### **Promote Financial Capability**

#### **We shall:**

- Support the development of initiatives to improve tenant financial capability.
- Provide information about low cost credit and promoting savings and money management skills.
- Support initiatives to provide financial education in the community.
- Partner with others to provide money management training for tenants.
- Promote information and advice to tenants regarding welfare reform and benefit changes.

### **Take a whole organisation, strategic approach**

#### **We shall:**

- Develop a long-term approach based on clear social, business and organisational rationales.
- Engage with other social landlords, and partners in the delivery of their financial inclusion strategy.
- Fully engage front line housing staff in the delivery of the strategy.

### **Digital Inclusion**

#### **We shall:**

- Promote the use of the internet to buy essential goods and services that can save a family significant amount over a year. Therefore reducing digital exclusion can have a real impact on increasing financial inclusion amongst our customers.
- Freebridge has a [Digital Engagement Policy](#) that identifies a number of strands of activity to help our customers become less digitally excluded. Digital inclusion is an essential part of financial inclusion and therefore the two policies need to be considered together.

**Policy Statement:** We shall seek to maximise opportunities to market Freebridge's brand and activities and building working relationships with others in order to support the needs of our local communities, and customers as well as the delivery of Freebridge's vision, mission and business plan themes. We shall position and market the Freebridge brand, deliver targeted marketing and communications activities aligned with our business plan, and seek to maintain and enhance our reputation to all our markets, including the identification, creation and maximisation of agreed marketing and communications opportunities, and in doing so support a better West Norfolk.

Freebridge's marketing and communications activities shall enable the organisation to strengthen its competitive advantage, enhance its role and profile, within West Norfolk, and beyond.

Where requests are made for information about Freebridge's work, activities and decisions made by the Board, we shall consider these in an open and transparent way. Where we cannot provide certain information, we shall give clear reasons as to why this is the case.

### **Procedural Guidance:**

#### **We shall be:**

- Targeted – responding to the needs of our markets.
- Timely – Ensuring an ongoing flow of marketing and communications activities, in the right place, at the right time.
- Coherent – Ensuring that we deliver joined-up messages about Freebridge.
- Relevant – Delivering effective marketing and communications activities that are relevant to the needs of our markets.
- Inclusive – Of all markets who may benefit from our products and services within our approach.
- Responsive – To, and anticipate, changes in our business objectives and our operating environment.
- Creative – Finding innovative and creative ways of delivering our marketing and communications objectives.

#### **Our markets**

#### **We shall:**

- Recognise our different markets have different needs and aspirations which will determine how we communicate and engage with them, including:
  - **Customers** – Existing, new and potential customers. It also incorporates very specific markets such as the residents of Hillington Square.
  - **Leaseholders** – Recognising that their needs differ from our tenants.
  - **Influencers** – Those individuals or organisations who, through their own positions, are able to support us to deliver our business objectives. This includes individuals who can influence opinion and can provide third party endorsement.
  - **Partners** – Existing and potential that we want to work with on projects and partnerships that deliver our business objectives.
  - **Employees** - Existing, new and potential that act as our advocates, in order that we attract, and retain, the very best staff; and
  - **The wider community of West Norfolk** – Those who live in the community and who will receive information through our existing marketing and communication channels.

## Responsibilities

**Leadership Team** has responsibility for:

- Developing an effective organisational culture.
- Ensuring that marketing and communications forms part of the business planning process.
- Managers are individually and corporately responsible for ensuring that effective communications is promoted and that they consider marketing and communications within their role.

## Employees, contractors and suppliers:

All employees, regardless of job role or remit have a responsibility to consider their role in marketing and communicating around Freebridge and its activities, and ensure that they adhere to our brand and visual identity.

## Approach

Our Marketing and Communications activities are focused around two themes:

### 1) Corporate Marketing and Communications

- **Brand and visual identity**

**We shall:**

- Develop and enhance our brand and visual identity to ensure it continues to be fresh and appropriate.
- Support the work around long-term visioning, providing marketing communications activities which support the embedding of this visioning inside and outside of the organisation.

- **Existing, new and potential customer marketing and communications**

**We shall:**

- Continue to deliver a range of marketing communications activities which enable us to promote what we do to our existing customers. This will be through channels such as Streets Ahead, the website, social media, an annual customer event and a suite of leaflets.
- Review our existing customer marketing communications activities with the Customer Voice Panel to ensure that they continue to be relevant and accessible.
- Review and consider marketing communications activities for new and potential customers, based on our learning from the Hillington Square project.
- Make recommendations and implement activities which enhance the experience for our new and potential customers.

- **Leaseholders**  
**We shall:**
  - Review and define our marketing and communications activities for leaseholders, to ensure that they remain timely and relevant.
  
- **Board communications**  
**We shall:**
  - Share key messages with the Board members on an ongoing basis.
  - Ensure that we keep Board members informed through publications such as the Freebridge Focus and Streets Ahead.
  - Provide briefings and updates on key developments within Freebridge, as and when need exists.
  
- **Influencer marketing and communications**  
**We shall:**
  - Determine the profile and position we wish to take to inform our influencer marketing and communications: and
  - Develop an action plan for communicating and engaging with influencers.
  
- **Partner marketing and communications**  
**We shall:**
  - Continue to maintain an ongoing flow of communications with our partners, ensuring that they are engaged in the Freebridge brand, vision, mission and values and informed of our key activities. This will be through communication channels such as the e-bulletin and the partner focus group.
  
- **Existing and new employee marketing and communications**  
**We shall:**
  - Deliver an ongoing programme of marketing and communications for our employees linked to our [Employment and Human Resource policy](#). This will include events, such as the Week of Wellbeing and Employee Conference, as well as targeted communications materials to promote and share key internal messages.
  - Continue to develop and deliver bespoke marketing communications materials to welcome new employees into the organisation.
  
- **Potential employee marketing and communications**  
**We shall:**
  - Recognise the challenges we face around recruitment, and develop targeted marketing communications to attract employees to Freebridge.
  - Work closely with the HR team, aligning our marketing and communications offer to meet their recruitment priorities and needs.
  - Work in partnership with local employer partners to attract potential employees to West Norfolk.
  
- **Reactive and proactive media relations**  
**We shall:**
  - Continue to handle reactive media relations with a solution-focused approach, which demonstrates our integrity.
  - Deliver proactive media relations, and actively source feature and interview opportunities, within the local and trade media.

- **Community leadership**  
**We shall:**
  - Take a leadership role within the community, identifying opportunities to be involved in projects and initiatives; and
  - Act as ambassadors for Freebridge and market our services to a wider West Norfolk audience.
  
- **Web and new technology**  
**We shall:**
  - Continue to review our website on a quarterly basis, identifying ongoing improvements.
  - Work with the ICT team, ensuring that we are ready and to take advantage of technological developments that can enhance how we deliver our marketing and communications.
  - Maintain overall control and responsibility for social media management, identifying opportunities where we can empower and support our colleagues to take a more proactive role.
  
- **Third-party Marketing and Sponsorship Opportunities**  
**We shall:**
  - Only provide sponsorship where it is relevant and cost-effective to do so; and
  - Support the activities and events of other organisations that are able to enhance our brand position.

## 2) Business Plan Priorities

- **Alignment with our Business Plan priorities**  
**We shall:**
  - Align our marketing communications activities with the Business Plan priorities ensuring that we provide targeted communications which support the delivery of these activities.

## Review and Continuous Improvement

### We shall:

- Review our marketing intelligence – such as our customer satisfaction survey and media clippings – to identify where we can deliver improvements in our marketing communications activity.
- Annually review the business plan and identify where there exists opportunities for marketing and communications activities. Our role will be to enhance the delivery of the business plan activities through providing targeted and planned marketing communications actions.



## Neighbourhood Management Policy: 24

### Accountable Director: Customer & Communities

**Policy Statement:** Freebridge seeks to support, and help build cohesive and sustainable communities. To ensure our neighbourhoods and their environment are effectively managed, with high standards of maintenance, cleanliness, safety and security.

Freebridge recognises that we do not just repair our customers' homes and collect their rent. We also have a critical role to play in improving the neighbourhoods we work in, supporting our customers to reach their full potential and tackling the small number of people who cause problems in our communities.

We are well placed to do this, given the work we do, our visible presence in Freebridge neighbourhoods and the close links we have built up with our communities and partners.

We also want to build capacity in our communities to empower community members to take a positive lead in their neighbourhoods.

#### **Procedural Guidance:**

Despite significant investment from Freebridge and other partners, problems continue in neighbourhoods that are multi-faceted and inter-generational, with deprivation and under achievement concentrated amongst a small number of families.

#### **We Shall:**

- Engage with residents on any new neighbourhood initiative.
- Ensure all new Neighbourhood Improvement/Initiatives are thoroughly researched, evaluated and risk assessed before commencement.
- Regularly review the outcomes of any Neighbourhood improvements/interventions to ensure that they continue to deliver the required outcomes or take appropriate action.

**Policy Statement:** Freebridge believe that safeguarding is everyone's responsibility. We are committed to taking a person-led and outcome-focused approach. We believe that everybody has the right to live their life free from violence and abuse. Freebridge is committed to taking all reasonable measures to safeguard all adults at risk, who live in our accommodation.

We are not an investigative or intervention agency; however our staff and contractors are in regular contact with our customers and are therefore in a position to potentially observesigns of abuse and to alert the appropriate agencies. Freebridge shall work with statutory and partner agencies to proactively prevent abuse and/or neglect and ensure that any such abuse is responded to promptly and effectively.

### Procedural Guidance:

Safeguarding means protecting an adult's right to live in safety, free from abuse and neglect. It is about people and organisations working together to prevent and stop both the risks and experience of abuse or neglect, while at the same time making sure that the adult's wellbeing is promoted, including, where appropriate, having regard to their views, wishes, feelings and beliefs in deciding on any action. This must recognise that adults sometimes have complex interpersonal relationships and may be ambivalent, unclear or unrealistic about their personal circumstances.

The Care Act 2014 defines that safeguarding duties apply to an adult who:

- Has needs for care and support (whether or not the local authority is meeting any of those needs);
- Is experiencing, or is at risk of, abuse or neglect, and
- Is a result of those needs is unable to protect himself or herself against the abuse or neglect or the risk of it.

### What is abuse?

Abuse is any behaviour towards a person that causes them harm, endangers life or violates their rights. It can happen to anyone.

Incidents of abuse can be a one off or multiple, and may affect one person or more. Abuse may also be intentional or unintentional or result from a lack of knowledge. Abuse can be an act of neglect or an omission or a failure to act.

Abuse can take many forms as shown in the list at Appendix One – Definitions. There may also be patterns of abuse and neglect which vary including:

- **Serial abusing** in which the perpetrator seeks out and 'grooms' individuals by obtaining their trust over time before the abuse begins – sexual abuse commonly falls into this pattern as do some forms of financial abuse and radicalisation.

- **Long-term abuse** in the context of an ongoing family relationship such as domestic violence between spouses or generations or persistent psychological abuse;
- **Opportunistic abuse**, such as theft occurring because money or jewellery has been left lying around.
- **Situational abuse** which arises because pressures have built up and/or because of difficult or challenging behaviour neglecting a person's needs because the carer has difficulties. These could be debt, alcohol or mental health related or the specific demands resulting from caring for a vulnerable person.

## General Responsibilities

### It is the responsibility of:

- every member of customer-facing staff to be aware of, and have a clear understanding of safeguarding; also to remain alert, and respond appropriately, to indications of possible abuse and neglect.
- the Director of Customer & Communities, acting as Freebridge's Designated Officer and the Head of Housing & Community Services as deputy designated officer, for the implementation of this policy.
- the Designated Officers to maintain an up to date awareness and understanding of good practice, and the legislative & regulatory requirements which may impact this policy and the service provided; and
- members of Leadership Team to maintain an overview of safeguarding practises, and an awareness of the operation of the policy.

### We shall:

- Make our role and responsibilities towards safeguarding adults at risk clear to customers, partners and staff
- Ensure safeguarding the health and welfare of all adults in our communities remains our highest priority
- Remain alert to, and take seriously all potential safeguarding issues, reporting anything of concern
- Share and analyse information with other agencies and professionals to inform assessment
- Work jointly with statutory and partner agencies to proactively prevent abuse and/or neglect and ensure that any such abuse is responded to promptly and effectively; and
- Learn from professional challenge in ensuring the safety and wellbeing of adults

### By taking a proactive approach **we aim to:**

- Stop abuse or neglect wherever possible;
- Prevent harm and reduce the risk of abuse or neglect to adults with care and support needs;
- Safeguard adults in a way that supports them in making choices and having control about how they want to live;
- Promote an approach that concentrates on improving life for the adults concerned;
- Raise public awareness so that communities as a whole, alongside professionals, play their part in preventing, identifying and responding to abuse and neglect;

- Provide information and support in accessible ways to help people understand the different types of abuse, how to stay safe and what to do to raise a concern about the safety or well-being of an adult; and
- Address what has caused the abuse or neglect.

## Our commitment

We shall adhere to the six key principles as defined in the Care Act 2014:

1. **Empowerment** – People being supported and encouraged to make their own decisions and informed consent.
2. **Prevention** – It is better to take action before harm occurs.
3. **Proportionality** – The least intrusive response appropriate to the risk presented.
4. **Protection** – Support and representation for those in greatest need.
5. **Partnership** – Local solutions through services working with their communities. Communities have a part to play in preventing, detecting and reporting neglect and abuse.
6. **Accountability** – Accountability and transparency in delivering safeguarding.

## Recruitment

We will take appropriate legal advice to determine what level of Disclosure and Barring Service checks apply to all roles across the organisation. The requirement for a DBS check is clearly stated in any job advertisement and all applicants are required to complete a rehabilitation of offenders form which is reviewed prior to job offers being made. More information on our recruitment and selection procedures, relating to DBS, can be found under section 8 of our recruitment policy.

All offers of employment will be made subject to a satisfactory Disclosure and Barring Service check. Any volunteers working with us will be required to consent to the same level of check, deemed appropriate for the position they are volunteering for, that a paid member of staff would be.

We will also undertake quarterly reviews of staffing and job role changes within the organisation, in order to ensure that all post holders continue to have the relevant level Service check.

We require staff to keep us informed of any changes to their circumstances which could affect their Disclosure and Barring Service check results, and checks will be renewed every three years. Our [Employee Handbook](#) provides more information.

## Training

We shall:

- Brief all newly appointed customer-facing staff on safeguarding awareness & our own procedures within 3 months.
- Provide appropriate refresher training every three years for all customer-facing staff in all relevant aspects of safeguarding

## Contractors

We will:

- Require contractors working on our behalf to have their own policies and procedures in place (or agree to comply with ours)
- Provide information to support their staff to report any concerns they have directly to our Designated Officers
- Require contractors to evidence that they have appropriate procedures in place to assess the need for Disclosure and Barring Service checks of their own staff, and to carry out those checks if determined necessary

## Working with Partners and the Local Safeguarding Adult Board

In promoting and raising awareness of safeguarding, we shall:

- Work with Norfolk Safeguarding Adults Board and residents to ensure that they are aware of how to report any concerns they have.
- Participate in Multi-Agency Public Protection Arrangements and Multi Agency Risk Assessment Conferencing case conferences as appropriate, as well as engaging with Professionals Strategy meetings where new concerns arise.
- Recognise the role of the Norfolk Safeguarding Adults Board in ensuring multi-agency cooperation, and are signatories to the Norfolk Safeguarding Adults Board's Multi-Agency Safeguarding Policy.
- Engage with the Local Safeguarding Adults Partnership for the West Norfolk locality, via partnership meetings and other appropriate events, in order to ensure we remain aware of, and implement, best practice at all times.

## Reporting

Where concerns arise regarding possible abuse, neglect or risk of significant harm to adults, **we shall:**

- Work with statutory agencies, the Local Authority's Adult Social Care Team (Adult Community Services), and in cases of immediate risk to life or on suspicion of a criminal offence, with Norfolk Constabulary, to ensure their involvement with the adult at risk.
- Support staff to take a person centred approach in listening, accurately recording and reporting all concerns, and consulting with the Adult Social Care Team when in doubt.
- Maintain comprehensive and easily accessible procedures for all customer-facing staff to support them in making referrals to the Local Authority's Multi-Agency Safeguarding Hub (MASH) via the Social Care Centre of Expertise (SCCE).

Our Director of Customer & Communities is the organisation's Designated Officer, with the Head of Housing & Community Services as deputy for Safeguarding, and is responsible for:

- Providing advice and guidance to staff in relation to potential safeguarding concerns
- Work closely with the Local Authority's Adult Social Care Team to ensure that referrals are dealt with robustly and that communication between organisations is effective
- Promoting safeguarding awareness across the organisation, and that procedures and current knowledge remain up to date and relevant

- Reporting any allegations regarding the conduct of staff or contractors, promptly to the Local Authority's Adult Social Care Team (via the Multi Agency Safeguarding Hub) and ensuring cooperation with any subsequent investigation.

Alternatively, staff can raise their own concerns directly via our [Whistleblowing Policy](#). We recognise that raising concerns can be difficult for staff, and will also signpost to the Whistleblowing Charity - Public Concern at Work – for further advice and support.

We understand that involvement in cases of abuse and neglect can be distressing for staff, and will provide all appropriate support throughout their involvement, including access to our Employee Support Line.

## **Information Sharing**

We recognise the importance of treating all information with appropriate caution and shall ensure that our staff comply with all relevant legislation when handling data.

We have a responsibility to report all safeguarding concerns, with the welfare of the vulnerable person being of paramount importance. Where we feel that an individual has capacity to consent to a referral being made to the Adult Social Care Team we will always seek permission in the first instance. However we shall:

- Never agree to absolute confidentiality, as even without consent, if the level of risk of harm to the individual is significant, we will always make a referral.
- Endeavour to work closely and openly with families of adults at risk to advise them of, and discuss our concerns. Whenever possible our staff will inform families of any referrals that they have made to the Adult Social Care Team.

However, this may not be possible, especially when the individual concerned does not consent to family members being advised, or when we have concerns regarding abuse or harm being perpetrated by a member of the individual's family.

## **Appendix One – Definitions**

The main forms of abuse and neglect are generally classified under the following ten headings. This should not be considered a definitive list, but an illustrative guide as to the sort of behaviour which could give rise to a safeguarding concern:

### **Physical abuse**

The non-accidental infliction of physical force that results (or could result) in bodily injury, pain or impairment.

### **Domestic violence**

Incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse by someone who is or has been an intimate partner or family member, regardless of gender or sexuality. Domestic abuse is not just about partners, but all family relationships including forced marriage.

### **Sexual abuse**

Direct or indirect involvement in sexual activity without consent. This could also be the inability to consent, pressure or inducement to consent or take part.

### **Psychological (emotional) abuse**

Acts or behaviour which impinge on the emotional health of, or which causes distress or anguish to individuals. This may also be present in other forms of abuse.

### **Financial or material abuse**

Unauthorized, fraudulent obtaining and improper use of funds, property or any resources of an adult at risk from abuse.

### **Modern slavery**

Encompasses slavery, human trafficking, forced labour and domestic servitude. Traffickers and slave masters use whatever means they have at their disposal to coerce, deceive and force individuals into a life of abuse, servitude and inhumane treatment.

### **Discriminatory abuse**

Discriminatory abuse exists when values, beliefs or culture result in a misuse of power that denies mainstream opportunities to some groups or individuals.

### **Organisational (Institutional) abuse**

Institutional abuse occurs where the culture of the organisation (such as a care home) places emphasis on the running of the establishment and the needs of the staff above the needs and care of the adult, including neglect and poor care practice within an institution or specific care setting, such as a hospital or care home, for example, or in relation to care provided in one's own home from domiciliary services. This may range from one off incidents to on-going ill-treatment. It can be through neglect or poor professional practice as a result of the structure, policies, processes and practices within an organisation.

## **Neglect and acts of omission**

Ignoring or withholding physical or medical care needs which result in a situation or environment detrimental to individual(s). Ill-treatment and wilful neglect of a person who lacks capacity are now criminal offences under the Mental Capacity Act.

## **Self-neglect**

Self-neglect is unlikely to be a safeguarding issue, however agencies must assess concerns raised under their statutory duties; having consideration for an individual's right to choose their lifestyle, balanced with their mental health or capacity to understand the consequences of their actions. This refers to a person for whom there is a concern about their mental competence for the situation in which they find themselves.

Once identified as a situation that cannot be managed through regular case management, high risk or self-neglect situations could be managed by using elements of the safeguarding process, i.e. professional meetings.

Self-neglect is characterised as the behaviour of a person that threatens his/her own health or safety. Self-neglect generally manifests itself as a refusal or failure to provide himself/herself with adequate food, water, clothing, shelter, personal hygiene, medication (when indicated), and safety precautions.

The definition of self-neglect excludes a situation in which a mentally competent adult, who understands the consequences of his/her decisions, makes a conscious and voluntary decision to engage in acts that threaten his/her health or safety as a matter of personal choice.



**Policy Statement:** Freebridge believe that safeguarding children is everyone's responsibility and that everyone who comes into contact with children and families has a role to play to protect children and young people under the ages of 18 from abuse or neglect. Freebridge shall effectively work with statutory and partner agencies to proactively prevent abuse and/or neglect and ensure that any such abuse is responded to promptly and effectively.

Freebridge is committed to taking all reasonable measures to safeguard children and young adults who live in our accommodation from abuse and neglect. We are not an investigative or intervention agency; however our staff and contractors are in regular contact with children and young people and are therefore in a position to potentially observe signs of abuse and to alert the appropriate agencies.

### **Procedural Guidance:**

We consider anyone who has not yet reached their 18<sup>th</sup> birthday to be a child or young person (Working Together, 2013), including unborn children.

### **General Responsibilities**

#### **It is the responsibility of:**

- Every member of customer-facing staff to be aware, and have a clear understanding, to remain alert, and respond appropriately, to indications of possible abuse and neglect.
- The responsibility of the Director of Customer & Communities, acting as Freebridge's Designated Officer, and the Head of Housing & Community Services as deputy for the implementation of this policy.
- The Designated Officers to maintain an up to date awareness and understanding of good practise, and the legislative & regulatory requirements which may impact this policy and the service provided; and
- Members of Leadership Team to maintain an overview of safeguarding practices, and an awareness of the operation of the policy.

### **What is Safeguarding and promoting the welfare of children & young people?**

- Protecting children from maltreatment.
- Preventing impairment of children's health or development.
- Ensuring that children grow up in circumstances consistent with the provision of safe and effective care.
- Taking action to enable all children to have the best outcomes.

(Extract from: *Working Together - 2018*)

Throughout this policy the term 'child' or 'children' is used to mean either child or young person as relevant.

## **What is Child Protection?**

Child protection is part of safeguarding and promoting welfare. It is an activity undertaken to protect specific children who are suffering, or are likely to suffer, significant harm.

## **What is abuse?**

Abuse is a form of maltreatment of a child; someone may abuse or neglect a child by inflicting harm, or by failing to act to prevent harm. Children may be abused in a family or an institutional or community setting by those known to them, or more rarely, by others (e.g. via the internet). They may be abused by an adult or adults, or another child or children.

Abuse can take many forms please refer to Appendix 1.

## **What is neglect?**

Neglect is the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development. Neglect may occur during pregnancy as a result of maternal substance abuse. Once a child is born, neglect may involve a parent or carer failing to:

- Provide adequate food, clothing and shelter (including exclusion from home or abandonment).
- Protect a child from physical and emotional harm or danger.
- Ensure adequate supervision (including the use of inadequate care-givers).
- Ensure access to appropriate medical care or treatment.

It may also include neglect of, or unresponsiveness to, a child's basic emotional needs.

## **Our commitment**

### **We shall:**

- Adopt the two key principles:
  - Safeguarding is everyone's responsibility.
  - A child-centred approach.
- Be alert to, and take seriously all potential safeguarding issues, reporting anything of concern to the relevant statutory agency for further investigation.
- Work jointly with other agencies and professionals to protect children, through sharing and analysing information to inform assessment.
- Work in conjunction with other agencies to contribute to appropriate actions and to offer appropriate support.
- Embrace the good practise principle of professional challenge, in ensuring the safety and wellbeing of children.
- Work in the spirit of the principles of the 'Signs of Safety' framework, through an open, coaching approach to conversations with families that we are concerned about.

## Recruitment

We will take appropriate legal advice to determine what level of Disclosure and Barring Service checks apply to all roles across the organisation. The requirement for a DBS check is clearly stated in any job advertisement and all applicants are required to complete a rehabilitation of offenders form which is reviewed prior to job offers being made. More information on our recruitment and selection procedures, relating to DBS, can be found under section 8 of our recruitment policy.

All offers of employment will be made subject to a satisfactory Disclosure and Barring Service check. Any volunteers working with us will be required to consent to the same level of check, deemed appropriate for the position they are volunteering for, that a paid member of staff would be.

We will also undertake quarterly reviews of staffing and job role changes within the organisation, in order to ensure that all post holders continue to have the relevant level Service check.

We require staff to keep us informed of any changes to their circumstances which could affect their Disclosure and Barring Service check results, and checks will be renewed every three years. Our Employee Handbook provides more information.

## Training

We shall:

- Brief all newly appointed customer-facing staff on safeguarding awareness & our own procedures within 3 months;
- Provide appropriate refresher training every three years for all customer-facing staff in all relevant aspects of safeguarding

## Contractors

We will:

- Require contractors working on our behalf to have their own policies and procedures in place (or agree to comply with ours).
- Provide information to support their staff to report any concerns they have directly to our Designated Officers.
- Require contractors to evidence that they have appropriate procedures in place to assess the need for Disclosure and Barring Service checks of their own staff, and to carry out those checks if determined necessary.

## Awareness

In promoting and raising awareness of safeguarding, we will work with residents to ensure that they are aware of how to report any concerns they have, through regular promotion in tenants newsletters etc. and ongoing campaigns.

Safeguarding will remain a corporate priority and at the forefront of all that we do through building an awareness culture.

## **Working with Partners and the Local Safeguarding Children Partnership**

In promoting and raising awareness of safeguarding, **we shall:**

- Participate in Multi Agency Public Protection Arrangements and Multi Agency Risk Assessment Conferencing case conferences as appropriate, where they involve concerns for a child or young person that we are working with, as well as engaging with Child Protection Conference arrangements where new concerns arise.
- Ensure all relevant staff have an awareness of, and work in accordance with the principles for professionals working with children & families in West Norfolk, as determined by the Norfolk Safeguarding Children Partnership
- Recognise Norfolk Safeguarding Children Partnership as the primary source of best practise advice, and
- Maintain our membership to the Safer Programme to ensure that our practises remain current.
- Assist in preventing difficulties in family life escalating which may subsequently lead to the abuse, neglect or the significant harm of a child if not resolved.
- Be alert to identifying any emerging problems and potential unmet needs for individual children and families through our involvement with them, and actively participate in the provision of early help interventions, such as through the Family Support Process Model.

## **Reporting**

Where concerns do exist regarding possible abuse, neglect or risk of significant harm to children, **we shall:**

- Work closely with the statutory agencies, the Children's Advice and Duty Service, and in cases of immediate risk to life or on suspicion of a criminal offence, with Norfolk Constabulary, to ensure their statutory involvement with the child at risk.
- Support staff to take a child centred approach in listening, accurately recording and reporting all concerns, seeking professional advice from the Children's Advice and Duty Service when in doubt.
- Maintain comprehensive and easily accessible procedures for all customer-facing staff to support them in making referrals to the Children's Advice and Duty Service via the following process [CADS Flowchart.pdf \(fch.local\)](#)

Our Director of Customer & Communities (Sophie Bates 01553 667725) and Head of Housing & Community Services (Ross Edwards 01553 667796) are Freebridge's Designated Officers for safeguarding, and are responsible for:

- Providing advice and guidance to staff in relation to potential safeguarding concerns.
- Liaising with the Children's Advice and Duty Service and Social Care Teams to ensure that referrals are dealt with robustly and that communication between organisations is effective.

- Promoting safeguarding awareness across the organisation, and that procedures and current knowledge remain up to date and relevant.

The Designated Officers are also responsible for:

- Reporting any allegations promptly to the Local Authority's Designated Officer Team (within one working day); and ensuring cooperation with any subsequent investigation should any concerns arise regarding the conduct of staff or contractors that have:
  - Behaved in a way that has harmed a child, or may have harmed a child;
  - Possibly committed a criminal offence against or related to a child; or
  - Behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

Alternatively, staff can raise their own concerns directly via our [Whistleblowing Policy](#).

We understand that involvement in cases of abuse and neglect can be distressing for staff, and we will provide all appropriate support throughout their involvement, including through access to our Employee Support Line.

### **Information Sharing**

We recognise the importance of treating all information with appropriate caution and have procedures in place to ensure that our staff comply with all relevant legislation when handling data. See also our [Data Protection Policy](#).

With regards to safeguarding issues, we believe that we have an overriding responsibility to report all concerns, with the welfare of the child being of paramount importance.

We will work closely and openly with families to advise of and discuss our concerns. Whenever possible our staff will inform families before sharing information with the Children's Social Care Team.

Where this is not possible, or it is considered that this may potentially increase the risk to the child concerned, then an undisclosed referral will be made.

## Appendix One – Definitions

Abuse can take many forms including, but not limited to:

- **Physical abuse**, which may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing physical harm to a child. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness in a child.
- **Emotional abuse** is the persistent emotional maltreatment of a child such as to cause severe and persistent adverse effects on the child's emotional development. It may involve conveying to a child that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It may include not giving the child opportunities to express their views, deliberately silencing them or 'making fun' of what they say or how they communicate. It may feature age or developmentally inappropriate expectations being imposed on children. These may include interactions that are beyond a child's developmental capability, as well as overprotection and limitation of exploration and learning, or preventing the child participating in normal social interaction. It may involve seeing or hearing the ill-treatment of another. It may involve serious bullying (including cyber bullying), causing children frequently to feel frightened or in danger, or the exploitation or corruption of children. Some level of emotional abuse is involved in all types of maltreatment of a child, though it may occur alone.
- **Sexual abuse** involving forcing or enticing a child or young person to take part in sexual activities, not necessarily involving a high level of violence, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.

## Shareholding Policy: 27

### Accountable Director: Resources & Deputy Chief Executive

**Policy Statement:** As a community based organisation we are committed to involving tenants and various stakeholders in the business by operating an inclusive, open and transparent Shareholding Policy in line with tenant promises, Freebridge Rules, National Housing Federation Code of Governance Good Practice Guidelines and Freebridge's Policies on Belonging and Customer Satisfaction.

Part C of Freebridge's Rules cover shareholding and should be read in conjunction with this Policy.

The Rules state that there shall be two classes of shareholder, namely:

- Tenant shareholders; and
- Independent shareholders.

#### Tenant Shareholding

**We shall:**

- Invite all of our tenants to become shareholders in the organisation in fulfilment of the tenant promises and in accordance with its Rules.
- Invite Tenants to become shareholders when signing or being assigned an Assured or Assured Shorthold Fixed Term Tenancy; and
- Repeat invitations to shareholding for existing tenants at least a quarterly basis, through the tenants' newsletter, "Streets Ahead".

#### Independent Shareholding

**We shall:**

- Invite each of our Independent Board members to become Independent shareholders for as long as they remain on the Board.

#### Approval and Refusal of Shareholding Applications

The Company Secretary has delegated authority to:

- Approve applications for shareholding, subject to a report being made to the Board or appropriate Committee on a quarterly basis of all shareholding applications approved.

Where the Company Secretary considers that an applicant **may not** be suitable for shareholding, this shall be

- Referred to the Board or appropriate Committee for a decision on whether to reject the application. Reasons for rejection may include, but are not limited to:
  - The applicant is, in the opinion of the Board or appropriate Committee, in material or serious breach of their tenancy agreement or lease: or
  - Has committed conduct detrimental to the Association.

## **Accountability**

All Board members (other than the Chief Executive and co-optees) shall also be shareholders, and the accountability of the Board to the shareholders can be assured as follows:

- All Freebridge tenants shall be invited to become shareholders.

## **Nominees of Other Organisations, Employees and Board Members of Other Housing Providers**

### **We shall:**

- Only appoint shareholders as individuals, and not as nominees of other organisations.
- Permit shareholding membership to employees and Board members of other housing associations, only at the discretion of the Board or appropriate Committee providing that there is no automatic material conflict of interest.

In exercising its discretion, the Board or appropriate Committee will have regard to:

- The other housing association's:
  - Size;
  - Geographical location;
  - Aims and objectives, for instance mainstream social housing or special needs; and
- In respect of the individual applying for membership:
  - His or her position and influence over decision-making in either association.
- Require all applicants for shareholding to declare if they are employees or Board members of any other housing association, including details of their role, both at the time of application and should they assume such a role during their time as a shareholder.



## Tenancy Policy: 28

### Accountable Director: Customer & Communities

**Policy Statement:** Freebridge seeks to let homes in a fair, transparent and efficient way, taking into account the housing needs and aspirations of both tenants and potential tenants.

We shall also encourage responsible behaviour in order to build successful and sustainable communities and tenancies. This shall involve the provision of clear and consistent expectations for our tenants, from the beginning of their tenancy with us. We aim to ensure that all of our tenants are aware of, and keep to the conditions of their tenancy agreement.

We will seek to incentivise good behaviour through the use of a range of tenancy types, including the use of Starter Tenancies.

Freebridge shall take account of the Borough Council (the Council) of King's Lynn and West Norfolk's Tenancy Strategy, and will assist towards the Council's strategic housing function and sustainable communities' objectives.

Freebridge will comply in all respects will the Regulator of Social Housing's Tenancy Standard.

#### **Procedural Guidance:**

These arrangements explain our approach to letting our properties, and our approach to the range of Tenancy Agreements that we will grant to our new and existing tenants, in order to meet current & future housing need, build sustainable communities and ensure efficient use of stock.

#### **Responsibilities**

The Head of Housing and Community Services is responsible for ensuring the appropriate issue of tenancies and the subsequent management of fixed term tenancies.

Members of Leadership Team have a responsibility to maintain an up to date awareness and understanding of good practice, and the legislative & regulatory requirements which may impact this policy and the service provided.

Freebridge will comply in all respects will the Regulator of Social Housing's Tenancy Standard in respect of the following arrangements:

#### **We shall:**

- Explain the tenancy terms and conditions to all new tenants before they move into their property and provide them with a tenant handbook.
- Inform tenants if we have any concerns about the conduct of the tenancy and what they need to do to address those concerns.
- Offer all tenants appropriate support to help maintain their tenancy.
- Give a Starter (Assured shorthold periodic) tenancy for a 12 month trial period to all new tenants moving into our general needs and sheltered properties who have either previously never lived in social housing, or were not living in social housing prior to and continuously since 1<sup>st</sup> April 2012.
- Inform tenants in writing if we intend to extend their Starter tenancy or to take steps to end it and the reasons for doing this.

At the end of the 12 months, providing we have not commenced any legal action(s), the Starter tenancy agreement will usually be ended with mutual consent and a five year Assured shorthold fixed term tenancy will be entered in to.

- Offer a range of other tenancy types, as appropriate where customers become tenants through means other than choice based lettings, including:

Tenancy Type	Who will this be offered to
<p><b>Assured Shorthold (Starter)</b></p> <p>PERIOD: 12 Months (extended to max 18 in some circumstances)</p>	<ul style="list-style-type: none"> <li>• Customers who are new to social housing or have not been in social housing prior to and continually since 1<sup>st</sup> April 2012 will be offered a Starter Tenancy <i>Provided that the probationary period of 12 months is concluded satisfactorily, a new Assured shorthold fixed Term Tenancy will be offered. There will be no automatic conversion, the Starter tenancy will be ended before a new tenancy is granted.</i></li> </ul>
<p><b>Assured Shorthold</b></p> <p>FIXED TERM: 5 Years</p>	<ul style="list-style-type: none"> <li>• New customers following completion of a satisfactory probationary period via an Assured shorthold Periodic Starter (see above)</li> <li>• Existing Freebridge tenants previously on an Assured or Assured (Transferring) tenancy but who transfer to an Affordable Rent property</li> <li>• Existing Social Tenants of another Registered Provider or Local Authority who transfer to a Freebridge owned Affordable Rent property.</li> </ul>
<p><b>Assured Shorthold</b></p> <p>FIXED TERM 3 years</p>	<ul style="list-style-type: none"> <li>• Customers taking tenancies at properties designated as Intermediate Rent units</li> </ul>
<p><b>Assured Shorthold</b></p> <p>PERIODIC</p>	<ul style="list-style-type: none"> <li>• Customers living in a property where Freebridge is the leaseholder (Private Sector or Empty Homes Leasing Schemes)</li> <li>• Customers living in low cost home ownership properties on an Intermediate Rent product</li> <li>• Customers housed directly via Multi Agency Public Protection Arrangements (MAPPA)</li> <li>• Customers housed directly via the Integrated Offender Management (IOM) scheme</li> <li>• Customers being housed on behalf of the Borough Council for homelessness purposes, where a positive case decision has already been made and a statutory duty accepted</li> </ul>
<p><b>Assured</b></p> <p>PERIODIC</p>	<ul style="list-style-type: none"> <li>• Existing Social Tenants of another Registered Provider or Local Authority (who have been in social housing prior to and continually since 1<sup>st</sup> April 2012) who transfer to a Freebridge owned Social Rent property</li> <li>• Existing Freebridge Assured tenants who transfer to another Freebridge owned social rent property.</li> </ul>
<p><b>Assured (Transferring)</b></p> <p>PERIODIC</p>	<ul style="list-style-type: none"> <li>• Existing Freebridge tenants who were previously tenants of the Borough Council of King's Lynn and West Norfolk before April 2006 and who transfer to another Freebridge owned social rent property</li> </ul>

Tenancy Type	Who will this be offered to
<b>Contractual Agreement</b>	<ul style="list-style-type: none"> <li>Customers being housed on behalf of the Borough Council of King's Lynn and West Norfolk for homelessness purposes, prior to a case decision being made</li> </ul>
<b>Licence to Occupy</b>	<ul style="list-style-type: none"> <li>Leasehold customers temporarily moved from their permanent home whilst Freebridge undertake development or improvement works to their property, or works in the area that make it unsafe to occupy their own home temporarily</li> </ul>
<b>Licence Agreement</b>	<ul style="list-style-type: none"> <li>Customers living in shared houses with external support</li> </ul>

## Starter Tenancy

### We shall grant:

- Any tenant who was a social housing tenant on the day on which Section 154 of the Localism Act 2011 came into force (1<sup>st</sup> April 2012), and have remained social housing tenants since that date, a tenancy with no less security if and when they choose to move. (This only applies to tenants choosing to move to accommodation let on social rent terms).
- Tenants who have been moved into alternative temporary accommodation during any redevelopment or other major works a tenancy with no less security of tenure at their temporary address, and again at their permanent address on their return to settled accommodation. Please also refer to our [Moving Out Policy](#).
- Any tenant, new or existing, moving to a specific property likely to be developed or disposed of in the future, or property within an area of potential development, a relevant periodic (i.e. Assured Shorthold Starter or Assured) tenancy. Fixed term tenancies will not be granted.

## Extending a Starter Tenancy

During the course of a Starter tenancy **we shall**:

- Monitor the way in which the tenancy is being maintained with regular contact with our tenant(s), including:
  - An initial new tenant contact; and
  - Additional visits as deemed necessary.

If we have any concerns about the behaviour of the tenant(s) or their household/visitors, the way in which the property is being looked after, or that the tenancy is being breached in any other way, then we may take the decision to extend the Starter tenancy for a further period of time.

In cases where we do decide to extend, **we shall**:

- Extend the Starter tenancy up to a maximum of 18 months, and
- Make the tenant(s) aware in writing to explain our reasons for this decision.

Our decision may be appealed via our Appeals arrangements.

## Ending a Starter Tenancy

Where the Starter tenancy has been breached in some way, and we consider that our intervention has not remedied the situation, or breaches are multiple, reoccurring, or is too serious to be remedied, **we shall**:

- Consider beginning proceedings to end a Starter tenancy, via serving a Notice under s21 of the Housing Act 1988.
- Not normally end a Starter tenancy solely due to the existence of arrears, unless there has been a repeated history of non-payment; and
- Consider granting any new tenancy agreement as a fixed term tenancy and treat any previous rent arrears that exist as a current debt, enforceable and written into the new tenancy agreement.

### **Length of Fixed Term Tenancies**

Freebridge seeks to offer customers a tenancy period that allows a degree of stability, so as to enable the customer to invest in their home and community.

Freebridge will usually offer a five-year fixed term tenancy to tenants new to social housing, following satisfactory completion of a 12-month probationary period on a Starter Tenancy.

A probationary, 12 month periodic Assured shorthold tenancy will precede an initial fixed term of 5 years, making the minimum occupation of a property likely to be a total of 6 years in the first instance.

At the end of any probationary (minimum 12 months), provided the tenancy has been conducted satisfactorily, then customers may be offered a new 5 year Assured shorthold fixed term tenancy as standard.

Other types and/or lengths of tenancies, such as two year fixed term or lifetime tenancies can be offered at the discretion of the Chief Executive in exceptional circumstances.

A fixed term tenancy may be renewed following a review with the customer of their current circumstances and needs. Where a tenancy is renewed, a further five-year fixed tenancy will usually be offered. However, customers can request a review at any time to discuss their current housing options.

Throughout the process **we shall**:

- Seek to address the needs of those households who are vulnerable, by reason of age, disability or illness and households with children by usually offering the standard five year term supported by regular reviews when required.
- Offer tenants who do not speak English the most appropriate interpretation service either through face-to-face translation or over the telephone.
- Provide support for customers who have difficulties with written English or other support needs to access services.

### **Re-issuing Fixed Term tenancies**

Freebridge expects to re-issue a further fixed term tenancy at the end of the current term unless:

- The property is adapted and no-one residing at the property requires the adaptations.
- The property is under-occupied.
- The customer's financial circumstances have changed so that other housing options are available to them.
- Any breaches of tenancy or tenancy fraud are identified during the fixed term tenancy review process (which would result in enforcement action).
- The customer and / or their advocate do not engage in the fixed term tenancy review despite our reasonable attempts to make contact.
- Works are planned on a property in the next five years (which would require its redevelopment or demolition).
- Health or other circumstances that mean the tenant can no longer sustain or manage a tenancy.

Exceptions to this may include where:-

- Care and support needs can only be met if the customer remains in the property.
- The household contains children of school age for whom their education would be seriously disrupted by not issuing a further fixed term.
- The tenancy falls within an area operating a Local Lettings Policy and ending the fixed term tenancy will conflict with the regeneration objectives of the area. Examples of this would include activities to:
  - Create mixed income neighbourhoods in a single-tenure area.
  - Increase levels of people in work in a particular neighbourhood.

### **Fixed Term tenancy reviews**

We understand that a customer's housing circumstances can have a profound impact on their health and well-being.

**We shall:**

- Take an inclusive approach to supporting prospective, new and existing customers including:
  - Providing customers with reasonable support and assistance to participate in the tenancy review process.
  - Signposting customers to financial and debt advice.
  - Assistance to engage in training, education and employment with links to our wider community development strategy.
  - Assistance to enable people with more complex needs to access support and services.
  - Support available throughout the period of the tenancy.
- Conduct a fixed term tenancy review at least 11 months prior to the tenancy end date to include:
  - A tailored interview and assessment of the customer's current personal circumstances.

- A review of their housing need, and for the current home they occupy.
- Explore the customers housing, employment and social aspirations, and how these might be achieved through the range of housing options available.
- Following the fixed term tenancy review **we shall consider:**
  - A new fixed term tenancy is offered for a further period, usually 5 years.
  - A new fixed term tenancy is offered for a further period, usually 5 years, in alternative accommodation that will either benefit the customer, (for example larger accommodation) or allow Freebridge to make best use of its stock (for example, smaller accommodation if the customer is now under occupying their current home).
  - An alternative housing option will be explored for customers residing in a property with an affordable rent who are experiencing financial hardship, which could include the offer of a move to a social rent property.
  - The fixed term tenancy is not renewed and a six month notice to end the fixed term tenancy is issued. The customer is allocated a named advisor to provide housing options advice and assistance to support the customer to secure suitable alternative accommodation. The advisor will liaise with local authority partners in order to support the customer to access alternative accommodation and to adhere to partnership homelessness prevention protocols within each local authority area.

When a fixed term tenancy is not going to be renewed due to under occupation, Freebridge will endeavour to offer a further tenancy in suitable alternative accommodation.

Where alternative accommodation can be offered and accepted, Freebridge will consider offering the household practical assistance to move in line with our under-occupation strategy.

In certain circumstance a further fixed term tenancy may still be offered, but additional housing needs may also be identified for the customer, including:

- A requirement for a larger home due to overcrowding.
- Being under-occupied but no suitable accommodation is currently available in the area.
- A requirement for adaptations.
- Difficulties in sustaining their tenancy; and
- Financial hardship.

We will provide appropriate advice and assistance to help customers address these needs.

At the end of each fixed term tenancy period, and prior to the offer of another fixed term tenancy, where an affordable rent is being charged then the rent will be recalculated.

The customer will be made aware of the recalculated rent in advance of accepting a further fixed term, and the revised amount of rent will form part of the affordability assessment being carried out.

## **Our Housing Options Advice and Assistance**

The main purpose of Freebridge's advice and assistance will be to ensure customers are aware of the different housing options open to them given their particular circumstances and have appropriate support to access those options, as appropriate.

### **We shall:**

- Provide customers with housing options advice or signpost them to assistance in respect of alternative accommodation, in line with the Borough Council of King's Lynn and West Norfolk's Tenancy Strategy in respect of:
  - Every new customer a future housing plan at the beginning of their tenancy.
  - Customers during their fixed term tenancy reviews with advice about housing options and how these may assist in achieving their personal aspirations.
  - Customer's accessing different accommodation where a customer's current housing circumstances no longer meets their needs.
  - A customer's fixed term tenancy is coming to an end and is not being renewed; and
  - A customer who is occupying a tenancy with an affordable rent and this is leading to financial difficulties or presents a barrier to achieving employment or other aspirations.

The amount of advice and assistance will be tailored to the needs and circumstances of the customer, but may include:

- A tailored housing options assessment.
- Advice and support to help access either:
  - Private rented accommodation.
  - Intermediate housing tenures including shared ownership, Rent to Buy and intermediate rent.
  - Outright purchase via the Right to Buy or Right to Acquire.
  - Organisations that can assist with outright home ownership.

## **Ending a Tenancy**

### **We shall:**

- Terminate a tenancy by giving notice as prescribed in law. Customers will be informed of the decision at least six months before the stated end of the tenancy.

Any customer who is given notice that their tenancy is ending will be given appropriate housing options advice and assistance.

In the case of termination, if the tenant does not leave the property on or before expiry of the notice period, Freebridge will apply for a court order for possession.

## **Succession**

The rights to succession are clarified in our [Allocations & Lettings Policy](#).

Our Appeals arrangements can be used to appeal a decision against a denied succession.

### **Appeals – Offering and Ending Fixed term tenancies**

Freebridge will provide access to an appeals process for customers wishing to appeal the type and length of tenancy offered when they move into a property, as well as any later decision to terminate their fixed term tenancy/not offer a further fixed term. Information on the appeals process will be provided to customers at the beginning of their tenancy, at the beginning of the review process and at the point where action to terminate is initiated.

The association's Appeals arrangements will apply and should be referred to for further information, but the process will consider whether:

- The decision to end the fixed term tenancy is in accordance Freebridge's [Tenancy policy](#).
- The correct procedure for ending the fixed term tenancy has been followed; and
- It is proportionate not to renew the fixed term tenancy considering any change in circumstance or needs of the customer.

The Appeals Process will either:

- Uphold the decision to end the fixed term tenancy; OR
- Decide to renew the tenancy based upon their findings.

Should an Appeals meeting be held, the manager hearing the appeal will record and communicate the reason for their decision to both the customer and the reviewing advisor.

### **Reviewing Tenancies**

We understand that successful tenancies are supported by setting and reviewing clear expectations with customers. To support this we will adopt the following review structure:

#### New Tenant Follow Up

Prior to the start of a tenancy, we will fully assess each application. As part of this process, and in determining the primary needs of the customer(s) concerned, we will decide which team will make follow up contact with the tenants after the first 4-6 weeks of a tenancy starting.

For customers with primarily financial or benefit needs, the Income Team will complete a 'new tenant follow up' by telephone within 4-6 weeks of the tenancy start date.

In situations where we have concerns about previous tenancies, and/or sustainability of the new tenancy, a 'new tenant visit' will be carried out by a Tenancy Advisor at the customer's home within 4-6 weeks of a tenancy starting. This appointment will be booked and confirmed with the customer on the day of the tenancy sign up.



For all other customers, a 'new tenant follow up' will be completed by the Lettings Team by telephone within 4-6 weeks of the tenancy start date.

### Subsequent Contact

Following the new tenant contact, should concerns around any aspect of the tenancy arise, they will be reported to the relevant team by the advisor raising them, and the matter resolved in accordance with normal procedures.

Some times in the course of working with customers to address these concerns, it may be necessary to extend a Starter Tenancy where this applies. Separate guidance on this is available.

### 1<sup>st</sup> Year Anniversary

#### **For customers on a Starter Tenancy:**

2 months prior to the 1<sup>st</sup> anniversary of the Tenancy, a Lettings Advisor will carry out a review of:

- Customer's circumstances – household and financial
- Conduct of tenancy so far
- Any outstanding tenancy breaches

This will be done by the Lettings Advisors carrying out a desk top review of the Tenancy, in conjunction with the Income & Tenancy Teams.

Following the review, we will then issue a five year Fixed Term Tenancy in most cases.

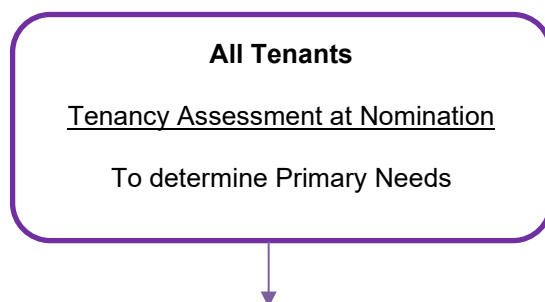
#### **For customers on other forms of Tenancy:**

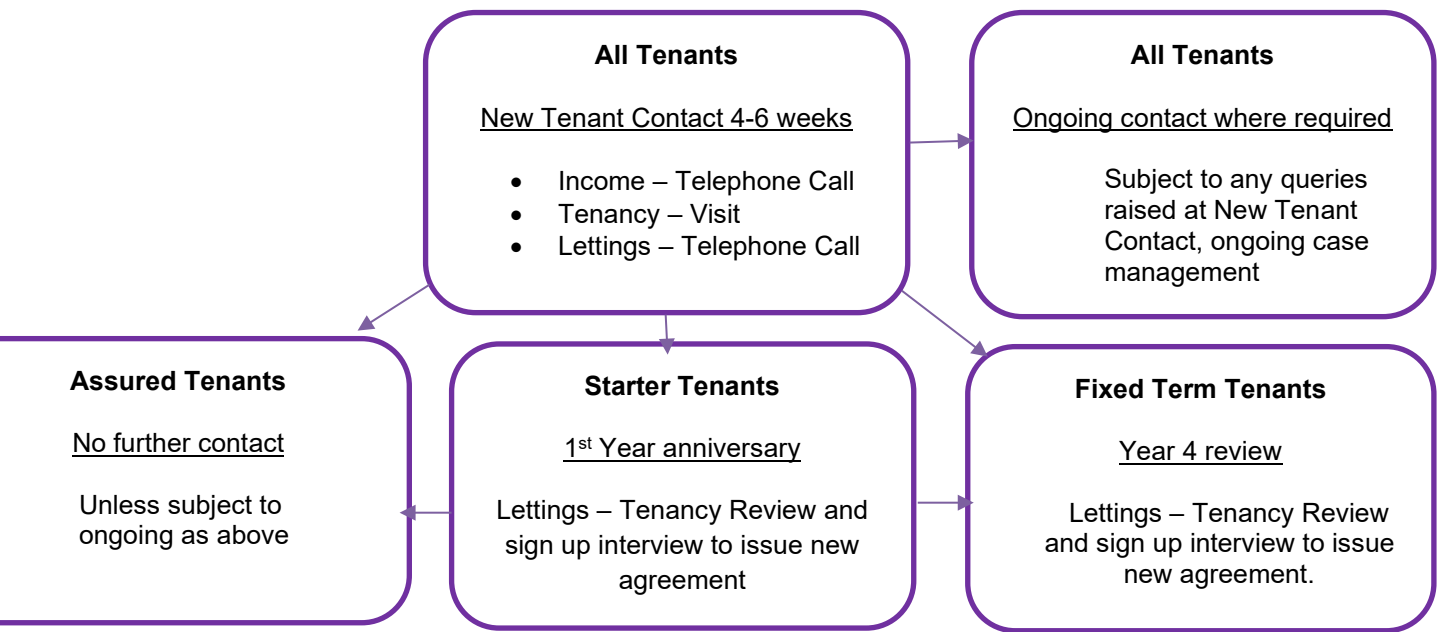
No further contact unless ongoing case management following initial new tenant contact.

### Final Review

#### **For customers on a Fixed Term Tenancy:**

11 months prior to the end of a Fixed Term Tenancy, a Lettings Advisor will complete a Tenancy Review; this will be a desk top review of the Tenancy, completed in conjunction with the Income & Tenancy Teams





**Monitoring**

Monitoring of the measurable outcomes from this policy will be achieved through regular performance reporting, and will also be subject to a periodic review to ensure that it continues to reflect best practise as well as relevant legislation and regulatory requirements.

## Tenant Support Fund Policy: 29

### Accountable Director: Director of Customer & Communities

#### Policy Statement:

We recognise that in some circumstances tenants can find themselves in financial hardship, where paying for essential outgoings becomes very difficult. This can lead to issues sustaining a tenancy including the accrual of rent arrears, reliance on creditors or the loss of essential needs such as heating or food.

In recognition of this and the challenges to tenants in many areas, we have increased and widened our support fund to help in these situations.

The aim of this policy is to provide a clear and consistent framework within which applications to the Tenant Support fund can be assessed and accessed.

The policy has been drafted in partnership with our Customer Voice Panel.

#### Procedural Guidance:

##### Scope

This policy extends to all current tenants and shared owners and will be considered on a case-by case basis. It is not applicable to leaseholders or garage tenants.

#### 1 Eligibility and Assessment

The Tenant Support Fund is discretionary, and each application will be considered on a case-by-case basis against the criteria stipulated. The Tenant Support Fund is defined as: *targeted support/relief to tenants requiring our help to sustain their tenancies when they face hardship*. It is not intended as a means of long-term support.

The following criteria are not exhaustive but provide a framework for the application of the fund:

- Those who are impacted as a result of mental health/crisis or other medical issue.
- Those in fuel poverty/hardship
- Those who require intermittent support for household food and goods
- Those who have experienced a change in circumstances for example a loss of employment, changes in the household composition
- Support to move (downsize, pay arrears on mutual exchange to allow move to go ahead or to lower rent)
- Support to attend interviews/pursue employment (childcare, taxis etc.)
- To fund white goods/furniture where a third-party charity or agency is unable to help
- Any other factors that might cause hardship or financial difficulty

When considering any application, the following might be considered as part of the assessment:

- Is the support required of a temporary nature? We define temporary as up to a 12-

month period

- Have all relevant avenues for alternative support been exhausted?
- Is the applicant in receipt of all the benefits they are entitled to?
- Can the household sustain their tenancy? Or is support required
- If support is required, is the applicant willing to engage with this?
- Could the applicant reasonably be expected to reduce their non-essential household expenditure? We will complete an income and expenditure assessment to help with this.
- Would it be beneficial for the tenant to consider moving to more suitable accommodation? Would support to do this be appropriate?
- Agreement of any repayment plans for rent arrears or recharges
- Has there been a previous award within the last 12 months? This is not to say that a further award will be granted however the circumstances and requirement will be considered.

## **Application Management**

We want to make it as easy as possible for those in need to receive support. As such, we will accept applications in the following ways:

- Via the telephone or other communication channels
- Internal referrals from other teams
- Accept applications/referrals from third parties

We want to make sure that as many people as possible can benefit from this policy, so we may use information about the property someone lives in, or their household information to proactively offer this support fund.

We will discuss the financial position of each applicant to confirm eligibility, with a full financial assessment completed for the second or more vouchers issued.

A cap of £500 will be applied to a tenant/household within each year.

Exceptions to the amount and frequency of support will be considered on a case- by-case basis and will require approval by the Head of Housing & Community Services or Director of Customer & Communities.

## **Reasons for Declining Support**

We reserve the right to decline any application where a tenant, or their household, is in breach of their tenancy agreement, especially in cases of persistent and/or serious anti-social or criminal behaviour. When deciding, all known information regarding the household and their circumstances will be considered, in an effort to provide assistance wherever possible. Support will never be declined due to rent arrears.

Whilst there will be no formal access to a right to appeal, any refusals will be automatically passed to another manager not previously involved in the case to reconsider the application independently.

## **2 Monitoring**

All requests for assistance from the Tenant Support fund will be logged, with outcomes shared.

A quarterly report will be submitted to Leadership team showing amounts and decisions made for that quarter.

## **3 Review**

This policy will be subject to an annual review in accordance with the budget and the fund's application.

Leadership team is responsible for monitoring the effectiveness of the policy.

Day to day responsibility in the administration and issuing of the fund lies with the Tenancy Support & Income teams with the Head of Housing & Community Services and Director of Customer & Communities ultimately accountable for its administration.

## myFreebridge Reward Policy: 30

### Accountable Director: Director of Customer & Communities

**Policy Statement:** We recognise that our Customer Ambassadors, Service Champions and Community Voices give Freebridge their valuable time and effort in sharing views, observations and offering feedback on Freebridge services, policy and strategic decisions, whilst also acting as brand ambassadors for Freebridge.

In recognition of their time and contributions to improving Freebridge services participants will be rewarded for their efforts.

The aim of this policy is to provide a fair, clear and consistent process to ensure there is an audit trail for reward.

### Procedural Guidance:

#### Scope

This policy extends to all current and formally recognised Customer Ambassadors, Service Champions and Community Voices.

## 1. Reward Package for Customer Ambassadors, Service Champions & Community Voices

### Vouchers

Customers will be rewarded in vouchers, which they can select to receive or alternatively they can select to donate the equivalent value to the Freebridge Tenancy Support Fund. A choice from the following vouchers will be offered:

- Love2Shop
- One4all Vouchers
- Supermarket Vouchers

### Customer Ambassadors and Service Champions

Customers involved in these groups will be rewarded at £10 per hour, both for the time attending and participating in meetings, as well as up to a maximum of one hour advanced preparation time per meeting.

### Community Voices

Community Voices will have the opportunity to participate in focus groups throughout the year. Focus groups will consist of up to 20 people typically held over a 2-hour duration. Attendees will be rewarded at £10 per hour and so each person will receive a maximum of £20 in vouchers. Unless the focus group requires a follow-on session with the same group of people, customers will only be able to participate in one focus group a year.

### Training

Customer Ambassadors and Service Champions will be given free access to a range of training opportunities, as determined by Freebridge to be essential in enabling them to fulfil the groups' respective Terms of Reference.

### **Additional Costs and Expenses**

In order to enable customers to attend meetings, transport and childcare costs will be considered on a case-by-case basis as requested, by the Customer Voice Lead and Director of Customers & Communities.

### **Exclusions from reward**

We reserve the right to refuse reward where a Customer Ambassador, Service Champion or Community Voice, can be evidenced to be in breach of their tenancy agreement, especially in cases of persistent anti-social behaviour. This will usually not apply where the breach relates to rent arrears.

In the event that a Customer Ambassador or Service Champion has had their membership withdrawn for failing to meet the expectations of membership as set out in the Terms of Reference, then reward will cease with immediate effect.

Any refusals will be considered on a case-by-case basis by the Customer Voice Lead and Director of Customers & Communities, with the decision making clearly set out in writing. There will be no right of appeal.

No cash alternatives will be offered in lieu of reward vouchers.

## **2. Monitoring**

### **Customer Ambassadors & Service Champion meetings**

Customer Ambassador and Service Champion meeting attendance will be logged within 24 hours of a meeting taking place by the Customer Voice Lead. Two hours will be allocated for a meeting and should there be any reading or preparation required prior to a meeting, then a further hour will be allocated for this purpose.

Should a member of either group be unable to attend a meeting but still comments or offers feedback on the reading material one hour's time will be recorded.

Customers in both groups will be rewarded three times a year with these being:

- December
- April
- August

### **Focus Groups**

Focus Group attendance will be logged by the Customer Voice Lead within 24hrs of a meeting taking place and vouchers will be made available with ten working days after the focus group.

The Customer Voice Lead will be responsible for organising the issue of vouchers and keeping the attendance logs up to date.

In line with the 'Section 122: Housing and Regeneration Act 2008 Policy', any vouchers awarded to Customer Ambassadors, Service Champions and Community Voices who are also

Freebridge shareholders will be reported to the Audit and Risk Committee on an annual basis (although the names of the recipients of the vouchers will be kept confidential).

### **3. Additional Information**

The Department for work and Pensions was consulted prior to creating this policy document, to ensure that any voucher payment to Freebridge customers would not affect any benefits they were in receipt of. Whilst we have gone to every effort to understand the impact of reward on benefit entitlement, we urge customers to take their own advice directly from the organisation providing any benefits, to discuss their own personal circumstances and to make any required declarations.

### **4. Review**

The policy will be subject to an annual review in accordance with the budget allocation.

Leadership team is responsible for monitoring the effectiveness of the policy.

Day to day responsibility in the administration and issuing of vouchers lies with the Customer Voice Lead and Director of Customer & Communities ultimately accountable for its administration.



## Anti-Money Laundering (AML) Policy: 31

### Accountable Director: Resources & Deputy Chief Executive

**Policy Statement:** Money laundering describes the process used to make money which has been acquired from criminal activity appear to have been lawfully acquired. These processes are typically highly complex and by design hard to trace. Funds, whether generated through organised crime, terrorism or drug trafficking, will be placed within the mainstream economy or financial sector and the source and origin of the funds will be progressively concealed with each transaction. These transactions must be carried out in such a way as to avoid attracting the attention of the authorities and with it the risk of detection, confiscation and criminal proceedings. Because of the laundering, the funds will appear to be lawfully acquired.

Freebridge shall comply with all relevant legislation that places obligations on Freebridge and its employees to prevent criminal activity.

Freebridge shall maintain the highest levels of integrity and protection of all its members of staff and customers. This is supported by procedures that must be adhered to by all staff to enable the Association to comply with all its legal obligations

#### Procedural Guidance:

This guidance is supplemented with further detailed procedures within our:

- [Anti-Money Laundering: General Procedure Guide](#)
- [Anti-Money Laundering: Verification of Funds Procedure Guide](#)

The relevant legislation that places obligations on Freebridge and its employees include the:

- Anti-Terrorism, Crime and Security Act 2001
- Proceeds of Crime Act 2002 (as amended by the Serious Organised Crime and Police Act 2005).
- Criminal Finances Act 2017;
- Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; and
- The Money Laundering and Terrorist Financing (Amendment) (No.2) Regulations 2022.

Not all of the Association's business is "relevant" for the purposes of the legislation. It is mainly accountancy, income team/rent collection and property transactions. However, it is important that all employees are familiar with their legal responsibilities.

Serious criminal sanctions may be imposed for breaches of the legislation. The key requirement is that all staff are required to promptly report any suspected money laundering activity to the Money Laundering Reporting Officer.

*Reference should also be made to the Association's [Whistleblowing Policy](#) and [Anti-Fraud, Bribery and Corruption Policy](#).*

## Responsibilities

Chief Executive	Overall responsibility for compliance with relevant legislation, the money laundering regulations and for the implementation of this policy and procedures. To ensure that all other Board members are kept informed as appropriate.
Director of Resources & Deputy Chief Executive	The Money Laundering Reporting Officer (MLRO), as required under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, nominated to receive disclosures from employees of potential or actual money laundering (their own or anyone else's) within the Association.  The provision of appropriate advice and guidance.
Head of Finance	In the absence of the MLRO, the Head of Finance shall act on their behalf.
Service Directors and Managers	Responsible for maintaining, an up to date awareness and understanding of Freebridge's legal obligations.  Ensure that anti-money laundering processes are being adhered to, including the training of staff and the planning and organisation of work.
All staff	Have a responsibility to: <ul style="list-style-type: none"> <li>• Maintain the highest levels of integrity</li> <li>• Report any and all suspicions to the MLRO (see above)</li> <li>• Adhere to the agreed money laundering procedures to ensure that the Association complies with all relevant legislation and legal obligation</li> </ul> <p>Complete anti-money laundering training prescribed.</p> <p>Deliberate or negligent breaches of this responsibility may result in the disciplinary action.</p>

## We shall:

- Undertake Anti-Money Laundering (AML) risk assessments (as an organisation and for each new customer) as relevant including:
  - o The identification and assessment of the risks of money laundering and terrorist financing to which its business is subject.
  - o Risk factors of its customers; products or services; transactions and delivery channels.
  - o Maintain an up-to-date written record of all steps it has taken; and
  - o Each transaction, as appropriate.
- Establish an independent audit function to monitor compliance, ie internal audit.
- Require customer due diligence documentation including:

- o Politically exposed persons (PEPs) (including UK government officials as well as any overseas officials).
- o Trusts, trustees and beneficiaries.
- Implement a procedure to enable the reporting of suspicions of money laundering; further detailed procedural guidance is available in our [Anti-Money Laundering: General Procedure Guide](#)
- Maintain client identification procedures in certain circumstances; and
- Maintain record keeping procedures. See also our [Anti-Money Laundering: Verification of Funds Procedure Guide](#) for detailed procedural guidance
- Undertake regular training to enable a relevant person to take the required measures to ensure that relevant employees and agents are:
  - o Screened (for those involved in AML Compliance)
  - o Made aware of the law relating to money laundering and terrorist financing, and to data protection; and
  - o Regularly given training in how to recognise and deal with transactions and other activities which may be related to money laundering or terrorist financing including a record of all the training employees receive
- Establish and maintain policies, controls and procedures to mitigate and manage effectively the risks of money laundering and terrorist financing identified in any risk assessment including;
  - o Maintaining a written record of the policies, controls and procedures established and approved by senior management
  - o Risk management practices;
  - o Internal controls;
  - o Customer due diligence;
  - o Reporting and record keeping;
  - o Monitoring and management of compliance arrangements, and the internal communication of, such policies, controls and procedures.

## **Data Protection**

Under the relevant legislation **we shall:**

- Ensure that any personal data obtained by relevant persons or supervisory authorities or registering authorities to comply with our obligations in these Regulations may only be processed for the purposes of preventing money laundering and terrorist financing and that:
  - The processing of personal data for the purposes of preventing money laundering and terrorist financing is to be considered to be necessary for the exercise of the following:
    - o A public task for the purposes of Article 6(1)(e) of the UK General Data Protection Regulation; and
    - o A legal obligation for the purposes of Article 6(1)(c) of the UK General Data Protection Regulation.
- No other use may be made of personal data referred to in the paragraph above, unless:
  - o Use of the data is permitted by or under an enactment other than these Regulations; or

- o The relevant person has obtained the express consent of the data subject to the proposed use of the data.
- Ensure that Relevant persons must provide new customers with the following information before establishing a business relationship or entering into an occasional transaction with the customer;
  - o The registrable particulars of the relevant person, within the meaning of section 16 of the Data Protection Act 2018(a);
  - o A statement that any personal data received from the customer will be processed only for the purposes of preventing money laundering and terrorist financing, or as permitted.
- Consider that for the purposes of this regulation “personal data”, “processing” and “data subject” have the meanings given in section 1 of the Data Protection Act 2018.

Further information can be obtained from the following sources:

[www.gov.uk/topic/business-tax/money-laundering-regulations/latest](http://www.gov.uk/topic/business-tax/money-laundering-regulations/latest)

Website detailing Money laundering regulations: latest documents

[Business tax: Anti money laundering supervision - detailed information - GOV.UK \(www.gov.uk\)](http://www.gov.uk/government/news/business-tax-anti-money-laundering-supervision-detailed-information)

Website detailing Money laundering supervision:

[Appoint a nominated officer and train staff for money laundering supervision - GOV.UK \(www.gov.uk\)](http://www.gov.uk/government/news/appoint-a-nominated-officer-and-train-staff-for-money-laundering-supervision)

[www.nationalcrimeagency.gov.uk](http://www.nationalcrimeagency.gov.uk) – website of the National Crime Agency

“Combating Financial Crime: Further Guidance on Anti-money Laundering for Public Service Organisations” – CIPFA at: [Anti-Money Laundering | CIPFA](http://www.cipfa.org.uk/anti-money-laundering)

“Anti-Money Laundering (Proceeds of Crime and Terrorism) – Second Interim Guidance for Accountants” – CCAB ([www.ccab.org.uk](http://www.ccab.org.uk))

Website detailing - Guidance on anti-money laundering: How it affects members of the National Housing Federation

<https://www.housing.org.uk/resources/anti-money-laundering-guidance/>

## **Bills and Legislation**

Anti-Terrorism, Crime and Security Act 2001;

Proceeds of Crime Act 2002 (as amended by the Serious Organised Crime and Police Act 2005);

Criminal Finances Act 2017;

Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; and

The Money Laundering and Terrorist Financing (Amendment) (No.2) Regulations 2022.

## Anti-Fraud, Bribery and Corruption Policy: 32

### Accountable Director: Resources & Deputy Chief Executive

**Policy Statement:** Freebridge is committed to maintaining its reputation as an organisation that demonstrates ethical behaviour and financial probity. Freebridge will not, therefore, tolerate fraud, corruption, bribery or abuse of position for personal gain wherever it may be found in any area of activity. Freebridge shall comply with all relevant legislation in order to prevent any fraud, corruption and bribery and be alert to any criminal activity.

In line with the Regulator of Social Housing's guidance, Freebridge defines fraud as "an act of deception, by intent or omission, made for personal gain and/or to damage another person". Specifically, the Fraud Act 2006 identifies three classes of fraud, these being:

- (1) fraud by false representation;
- (2) fraud by failing to disclose information; and
- (3) fraud by abuse of position.

"Tenancy fraud" falls within this definition; Freebridge has a separate [Tenancy Fraud Policy](#), which should be read in conjunction with this Policy.

The Chief Executive, in consultation with the Company Secretary will determine whether, and when to report any instances of suspected fraud to the Police and/or the Housing Regulator, taking account of the potential risk to the reputation of both Freebridge and the housing sector. If it is determined that a report should be made to the Police and/or the Housing Regulator, the Chair will be informed in advance of the report being made. Any cases of fraud, corruption or bribery that are found to be proven will be entered into Freebridge's Fraud Register and reported to the Audit and Risk Committee and to the Board. All losses from proven fraudulent activity shall be reported to the Regulator on an annual basis in the form determined by the Regulator.

Freebridge shall take all necessary actions to pursue the recovery of misappropriated assets, except where recovery would not be socially, politically or economically viable.

### Procedural Guidance:

#### Responsibilities:

The Leadership Team have:

- Responsibility for developing the organisational culture and systems which this document requires to operate effectively and for ensuring it is implemented. Managers are individually and corporately responsible for ensuring that business probity is promoted and that this document is implemented in their particular areas of responsibility.

Staff, contractors and suppliers have:

- Responsibility to ensure that this document is incorporated into their work related activities.

- All staff, contractors, and suppliers are expected to demonstrate business probity, both within the organisation, as well as externally.

#### Tenants & leaseholders:

- All tenants are expected to act in an open and honest manner in their dealings with Freebridge.

#### We shall:

- Establish the necessary range of policies and procedures for business probity including codes of conduct; complaints; IT security, procurement, disciplinary procedures and communications strategies.
- Ensure our culture is one of integrity where fraud and corruption are strongly opposed and suspicions can be openly raised whilst balancing the need to protect staff from malicious or unfounded allegations.
- Provide specific anti-fraud, corruption and bribery training to relevant staff and will ensure that fraud, corruption and bribery are included within staff, board and Customer Voice Panel/Service Champion induction training.
- Ensure that fraud is identified and regularly reviewed within the corporate risk map.
- Establish the previous record of prospective employees, including temporary appointments, in terms of their probity and integrity. Employee recruitment must therefore be in accordance with procedures set out in Human Resources policies. In particular, employment offers will only be made subject to written references being obtained for any employed staff. The job application process requires candidates to make us aware of any unspent convictions. Where appropriate, checks will be made through the relevant authority, to determine the suitability of successful job applicants to work with vulnerable groups.
- Maintain Standing Orders and Financial Regulations that must be followed by all employees, Board/Committee Members and Customer Voice Panel Members/Service Champions. Freebridge will maintain systems and procedures, which incorporate efficient and effective internal controls, and internal check procedures.

The Leadership Team will ensure that these controls are properly maintained and are effective. These internal controls will be independently monitored by the Internal Audit Function and by the Business Assurance team and reported to the Audit and Risk Committee as part of the annual Internal Audit Programme and through the Business Assurance Annual Assessment of Internal Control .

- Investigate any suspicions or allegations of fraud, corruption or bribery, the investigation to be undertaken by a member of the Leadership Team or an independent third party as appropriate.
- The investigator will liaise with the Chair of the Audit and Risk Committee and the Internal and External Auditors as appropriate. Additional or specialist support for any investigation will be obtained from the internal auditors. Investigations will be carried out in such a manner as not to compromise any subsequent actions necessary. Where fraud or corruption is discovered, the Chief Executive will decide upon whether the police should be notified. Referral to the police will not prohibit action under disciplinary procedures.

Any cases of fraud, corruption or bribery that are found to be proven will be entered into Freebridge's Fraud Register and reported to the Audit and Risk Committee and to the Board.

- Details of proven fraud cases will be published to staff and tenants when legally permissible and beneficial.
- Maintain registers of interests of staff, Board/Committee Members, Customer Voice Panel Members and Service Champions, and these will be available for public inspection. This information will be collected on at least an annual basis. Declarations of interest will also be made at Board, Committee Customer Voice Panel and Service Champion meetings where relevant to any items on the agenda, and recorded in the minutes of the meeting.

## **Anti-Bribery**

Freebridge will meet the requirements of the Bribery Act 2010.

Freebridge recognises that market practice varies and what is normal and acceptable in one place may not be in another. Freebridge prohibits any inducement which results in a personal gain to the recipient and which is intended to influence them to take action which may not be solely in the interests of Freebridge or of the person whom they represent.

This should not prohibit the following practices providing they are customary in a particular market, are proportionate and are properly recorded:

- Normal and appropriate hospitality.
- The giving of a ceremonial gift on a festival or another special time.
- The use of any recognised fast-track process which is available to all on payment of a fee.
- The offer of resources to assist the person or body to make the decision more efficiently provided that they are supplied for that purpose only.

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Company Secretary or a member of the Leadership Team. Freebridge will require its contractors and suppliers to adhere to this approach.

Freebridge has strict procedures in place for the declaration and recording of gifts and hospitality; these are set out in the Employee Handbook, the Board Member Code of Conduct, the Customer Voice Panel Code of Conduct and Service Champions Code of Conduct. The Company Secretary will provide an update at each Audit and Risk Committee meeting on gifts and hospitality declarations

## **Anti-Money Laundering**

Freebridge has separate [Anti-Money Laundering policy](#) and procedures in place.

## Tenancy Fraud Policy 33

### Accountable Director: Customer & Communities

**Policy Statement:** Freebridge take fraud of all natures very seriously; Tenancy Fraud affects those most in need of social housing, and therefore preventing the fraudulent use of our housing stock is essential in order to facilitate the delivery our mission and vision. Freebridge will take a considered but robust approach to all cases of proven tenancy fraud.

This policy sets out how we will aim to prevent, identify and address all forms of tenancy fraud. Through this policy and the associated procedures we will ensure that our employees are knowledgeable and appropriately equipped to identify and tackle tenancy fraud. This policy supports the spirit of our [Anti-Fraud, Bribery and Corruption Policy](#).

This policy covers all Freebridge rented and shared ownership stock.

### Procedural Guidance:

#### Types of Tenancy Fraud

Tenancy fraud generally falls into one or more of the following categories:

1. Failing to use the property as the sole or principal home which includes
  - a. Abandoning the property
  - b. Unlawfully subletting
  - c. Assigning the tenancy without landlord permission
2. Unauthorised mutual exchange and assignment
3. Tenancy succession by deception, when the legal tenant dies and someone who is not eligible attempts to succeed the tenancy
4. 'Key selling' (where the tenant leaves the property and passes on the keys in return for a one-off lump sum payment or favour).
5. Obtaining or attempting to obtain a home using false documents (claiming to be someone else, using forged ID documents, or false statements such as claiming to be homeless)
6. Obtaining or attempting to obtain a home under false declaration of income and/or assets

#### Strategy

##### 1. Prevention

We will:

- Obtain photographs of all customers as part of the identification checks carried out during the sign up process



- Make contact with all new customers within the first month of their tenancy to check residency and ensure we have a full record of all occupants in the property
- Maintain accurate tenancy records including full details of occupants as well as tenants
- Work in partnership with other agencies to prevent, investigate and deter tenancy fraud
- Publicise through corporate communications and social media our zero tolerance approach to tenancy fraud, and ensure that residents understand how to report concerns

## **2. Detection**

We will:

- Take all reports of tenancy fraud seriously and ensure that all reports are investigated thoroughly
- Ensure that all employees who work directly with our customers are briefed on tenancy fraud
- Verify customer details at all relevant points of interaction
- Conduct a 5% residency audit visit check across all stock each year
- Work in partnership with other agencies to share data and validate tenancy details where appropriate

## **3. Tackling Fraud**

We will:

- Investigate fraud using a wide range of methods
- Complete detailed home visits and require physical and visual evidence of residency
- Use credit reference agencies to verify household members residency or trace individuals believed to be living elsewhere
- Check evidence of utility usage
- Liaise with other agencies such as the Police through appropriate data sharing arrangements
- Report all suspicions of fraud to statutory agencies

## **4. Enforcement**

We will

- Take a zero tolerance approach to tenancy fraud
- Review all evidence collated of suspected fraud to determine whether an allegation can be substantiated
- Where allegations can be substantiated, and the customer cannot provide an adequate and evidenced explanation, legal action will be taken to recover possession of the property, as well as any relevant financial compensation such as via an Unlawful Profit Order
- In enforcement cases we will also work with the Local Authority to support prosecutions where relevant
- Refuse applications for The Right to Acquire in accordance with legislation when tenancy fraud can be substantiated and therefore it is deemed that the tenant has lost their assured status

## Unauthorised occupants

We recognise that unauthorised occupants are likely to have been victim to paying increased rent and are put in a vulnerable position once we have gained possession. We will signpost unauthorised occupants to housing advice. We also refer unauthorised occupants who are considered adults at risk to appropriate support services.

## Board and Committee Member Conduct Issues Policy: 34 Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** The Board has the power under the Association's Rules to remove a Board or Committee Member by a resolution of at least two thirds of all the other Board Members.

The Board is ultimately responsible for the Association, especially in regard to all governance issues. Good governance can on occasion be undermined by an individual Board or Committee Member and removal of an individual/s is an essential sanction.

Before exercising its power under the Rules to remove a Board or Committee Member, **the Board shall** follow the following procedure (to the extent that it is applicable):

- The Chair (or either in his or her absence or where the issue concerns the Chair, then the Vice-Chair) will be notified that there is an issue concerning a Board or Committee Member.

This will usually be because of a breach of the Code of Conduct or some other act or omission which is not in keeping with the individual's holding office as a Board or Committee Member. (If the issue concerns both the Board Chair and Vice-Chair, or it is not felt appropriate for some other reason to notify one of these individuals in the first instance, the Company Secretary will be notified.)

- An agenda item will be included for the next Board meeting (which may be a special Board meeting called for this purpose) to discuss whether or not there is a case to answer, and if so, to authorise the procedure to be followed.

It will normally be appropriate to exclude the Board or Committee Member from this part of the meeting but it will be made clear that the Board or Committee Member will be given a chance to respond at a later date. The Board may suspend the Board or Committee Member from Board or Committee membership for such time until the conclusion of the investigation as it believes this to be in the interests of the Association and/or of the individual concerned. Such a suspension would require a resolution of at least two thirds of all the other Board Members.

- A sub-committee will be established with terms of reference agreed by the Board as to how the issue is to be dealt with.
- A senior officer of Freebridge or an independent third party will be delegated the task of investigating the facts.
- The sub-committee will consider the facts and any submission made by the Board or Committee Member.

It is expected that the sub-committee should meet within 20 working days of the Board meeting (or special Board meeting) referred to above. In particular, at this stage the Board or Committee Member should receive notice of all accusations made and where practicable the sources of these accusations.

- The sub-committee will make a recommendation to the Board.

This could be a simple warning or requirement for an apology, or a recommendation for removal from the Board or Committee. The Board expects that if a recommendation for removal from the Board or Committee is made then the Board or Committee Member concerned will resign.

Examples of conduct that could result in a recommendation for removal include, but are not exclusively limited to, serious acts of dishonesty or deception, bullying or harassment, withholding information or providing misleading information about interests, conduct that could bring the Association into disrepute, and failure to observe confidentiality either in relation to the Association's business affairs or in matters concerning individuals.

- The Board will consider any recommendation and any submission made by the Board or Committee Member.

The Board or Committee Member will be entitled to attend and speak at that Board meeting.

- The Board meeting will then be closed and the Board or Committee Member asked to leave at that point. The Board will then decide whether to remove the Board or Committee Member.

The Rules require at least two thirds of the other Board Members to agree.

- If the Board or Committee Member is to be removed, they will then receive the notice together with reasons for their removal and the Secretary will update the statutory books accordingly.

## **Board and Committee Member Grievance and Disputes Policy: 35** **Accountable Director: Resources and Deputy Chief Executive**

**Policy Statement:** This Policy sets out how grievances and disputes involving members of the Board or Committees can be raised, and how they are responded to.

Board/Committee Member disputes and grievances should, if possible, be handled through candid discussions informally, outside of Board/Committee meetings.

If a member has a dispute with another Board/Committee Member that they cannot resolve informally or would like to raise a grievance, they may do so by contacting the Board Chair. If the grievance is regarding the Board Chair, the Board Vice-Chair shall be contacted directly.

The Chair will arrange a formal meeting with the member to discuss the matter. The Chair will be supported by the Vice-Chair, or the Chair of the Audit and Risk Committee if the grievance relates to the Vice-Chair. If the grievance relates to the Chair, the meeting will be arranged by the Vice-Chair, who will be supported by the Chair of the Audit and Risk Committee. The Company Secretary will provide governance advice, as appropriate.

Following the meeting, a letter outlining the concerns and actions agreed will be provided by the Chair to the Board/Committee Member raising the grievance. If the Chair believes it to be appropriate, he/she may instigate the Board and Committee Member Conduct Issues Policy at this stage.

If the matter is not successfully resolved, the Chair will refer the matter to the Governance and Remuneration Committee. The Committee will hear from both the Chair and the member raising the grievance. Following the meeting, the Chair of the Committee will send a letter to the member raising the grievance outlining the concerns and the actions agreed. This action plan will be final with no further appeals or review.

Should the Governance and Remuneration Committee believe that the situation requires the instigation of the Board Conduct Issues Policy, the Committee will request the Board Chair to refer the matter to the Board, with a view to dealing with the matter under the Board and Committee Member Conduct Issues Policy.

## Board and Committee Membership, Recruitment and Succession Policy: 36

### Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** At Freebridge we aim to ensure that our affairs are managed and directed by a Board and Committees that have members offering the widest possible range of relevant skills and experience to deliver the organisation's Mission, Vision and Values. To ensure that Board and Committee members collectively possess the qualities and skills to take decisions and monitor performance the Board and Committees shall undertake an annual effectiveness review and performance appraisals of Board and Committee members.

Board and Committee Members who are due to step down at the end of their term of office may be reappointed for a further term without the need for a recruitment process, provided that no significant issues about their performance have been identified through the annual appraisal process and that their skills meet the needs of the Board and Committees at that time. Reappointment decisions will be made by the Board. The appointment of Board Members will be recommended to the Annual General Meeting for approval, unless there is no more than one candidate for each position, in which case the Chair will declare that candidate duly elected.

This policy should also be read in conjunction with Standing Order 3 – Terms of Reference of the Board – and Freebridge's Rules, Part D dealing with details of the Board's responsibilities and membership succession.

#### **The Board shall:**

- Ensure that Board and Committee members collectively possess the qualities and skills to take decisions and monitor performance. These will include experience and understanding of most or all of the following to ensure they discharge their responsibilities effectively:
  - Demonstration of the Freebridge Values.
  - The housing needs we need to meet.
  - General business skills, including the management of staff and property.
  - Finance.
  - Other relevant or specialist skills, such as commercial, investment, risk management, governance, housing development and building, public relations, marketing, human resources and information technology.
  - Direct knowledge, including lived experience, of the needs and aspirations of the communities and people we serve, including equal opportunities.
  - Working with local authorities and other public sector agencies.
  - Strategic management and planning in a public or private body.
  - Leadership and working as a team.
  - Knowledge of the external framework as it affects us, including financial markets, political imperatives and operating environment.
  - Effective communication skills and an ability to focus on key issues facing us.

- The ability to foster a culture that enhances commitment, enthusiasm and excellent performance from the staff.
- Other skills which may be identified from time to time as being required by the Board/Committees.

## **Annual Review and Performance Appraisal**

A full and rigorous appraisal process will be carried out annually for all Board and Committee Members. When it will be useful and add value, the process may be carried out through an independent third party.

Boards and committees will undertake an effectiveness review annually, as required by the Code of Governance from time to time adopted by the Board. A formal effectiveness review will be undertaken at least every three years, and will normally be carried out through a third party. **This shall:**

- Identify the Board's ability to scan the operating environment, think strategically and adapt as necessary;
- Review how well the Board performs its key roles and how successful it has been;
- Review the effectiveness of Board relationships and its role as a team;
- Assess how the Board is viewed by key contacts, for instance tenant groups;
- Review the composition of the Board;
- Review our ability to recruit and retain the balance of Board members it needs, and assess any current or imminent skills gaps;
- Take an overview of the breakdown of Board membership in terms of each diversity strand, and consider whether there are any options to recruit under-represented groups;
- Assess the effectiveness of Board processes, including its accountability;
- Assess the level and quality of the information the Board receives;
- Review the training and development needs of the Board as a whole, and review the effectiveness of, costs of and attendance at training during the previous year;
- Result in a clear plan to support continuous improvement of the Board to meet the challenges faced by the organisation;
- Address whether the Board provides enough support, scrutiny and challenge to the senior team; and
- Review the performance and effectiveness of each of the Board's standing committees.

## **Recruitment**

The Board will seek to recruit new members to fill existing vacancies. Co-option may be used where there is a need for specific skills.

### **The Board or relevant Committee shall:**

- Consider, on at least an annual basis, whether there is a need to undertake a recruitment process to the Board or Committees, taking into account any skills/diversity gaps that may exist.

Where a Board/Committee member comes to the end of an individual term of office and is eligible for reappointment, their reappointment must be subject to consideration of the

member's appraised performance and skills, and to the wider needs of the Board/Committees at the time.

- Take every reasonable effort to attract a strong pool of candidates for Board membership, maximising the use of widely available media as appropriate and/or engaging recruitment consultants.
- Formally consider all prospective new Board/Committee members through the Board or through a Committee appointed by the Board. The successful candidates for Board Membership will be put forward to the next appropriate Annual General Meeting for election. If there are one (or fewer) candidate for each position, the Chair of the Annual General Meeting shall declare the candidate to be duly elected.
- Ask all applicants for Board/Committee membership to make a declaration of interest, so that any potential interests can be identified.

An appointment will not be made if the declaration reveals an actual or potential serious or continuing conflict.

## **Vice-Chair**

### **The Board shall:**

- Appoint a Vice-Chair who will have the skills and ability to act as Chair, if necessary at short notice.
- The Vice-Chair will not automatically succeed the Chair; the Chair will always be chosen by election (provided that there is more than one candidate)

## **Training**

### **We shall:**

- Provide an Induction Programme for all new Board and Committee members.
- Provide on-going training. Members will be expected to attend appropriate conferences and training events, and to take personal responsibility for their own development. It is also a requirement for all Board and Committee Members to take part in the annual Board review and performance appraisal processes.
- Identify training/development needs through the Board's/Committees' annual review and performance appraisal.

## **Close Relatives**

Close relatives will not be permitted to serve together on the Board. This is because of concerns around independence of judgement, conflicts of interest (actual and perceived) and diversity of representation. Should a situation occur whereby the relationship between two existing Board Members changes to the extent that it falls within the definition of "close relatives", one of them would be expected to step down from the Board.



## **Executive**

The Chief Executive will be permitted to sit on the Freebridge Board. There are certain issues that the Chief Executive cannot decide upon and, where appropriate, should excuse themselves from such board discussions. These include:

- Appointment of the Chair
- Pay and contractual terms of the Chief Executive
- Chief Executive's pension arrangements
- The membership of the Governance and Remuneration Committee as it recommends the pay of the Chief Executive
- Issues around the conduct, performance, or dismissal of the Chief Executive
- Appointment of a successor Chief Executive

## **Other Housing Providers**

The Board at all times will be aware of potential conflicts of interest and will use its policies to manage this. Normally, no more than three members of staff or Board members of other housing providers may be Freebridge Board members, with a maximum of one from any such organisation. However, this may be exceeded if the Board believes that it is in the interests of Freebridge and that any conflicts of interest can be adequately managed.

## **Board/Committee Member Agreement for Services**

All Board/Committee members will be required to sign a Board/Committee Member Agreement for Services. The Agreement and any amendments will be approved by the Board. It will include a Board/Committee member role profile.

## **Board Remuneration**

All Board Members will be entitled to remuneration. The Board will determine whether Committee Members are remunerated, and to what level, on a case-by-case basis.

Board and Committee remuneration levels will be agreed by the Board annually, provided that any annual increases in remuneration below or at the same level as remuneration increases for Freebridge employees may be approved by the Board without further requirements. At least every three years independent advice shall be taken by the association to establish typical remuneration levels of Board/Committee Members of similar size and type of the association. Should this result in a recommended increase in remuneration above the annual increase for the employees of the association, such an increase may only be approved by the Board following receipt and consideration of such independent advice in relation to that increase.

## **Maximum Period of Board/Committee Service**

The maximum period of Board/Committee service for each member will normally be no more than six years. However, where a member has served six years, and the Board agrees that it is in the organisation's best interests, their tenure may be extended by up to a maximum of nine years. An individual who has left the Board/a Committee may be re-elected/re-appointed to the Board/a Committee after one full term of office (three years) has passed.

## Business Continuity Policy: 37

### Accountable Director: Chief Executive

**Policy Statement:** We shall endeavour to minimise disruption to our tenants in the event of a major incident affecting housing stock and to minimise disruption within each operational area so as to enable normal working to be resumed in a timely manner.

The **Chief Executive** has overall responsibility for ensuring the implementation of any recovery plans. In the event of an occurrence(s), the Chief Executive shall mobilise and co-ordinate the relevant Business Continuity team(s).

Each member of the Business Continuity Team(s) is expected to retain a copy of this Policy and **The Freebridge Business Continuity Plan** away from their work premises and in their possession. An electronic copy will be stored and accessible from a secure corporate cloud based repository.

The role of the team(s) is to maintain or recover our operations and services that are subjected to a sudden emergency and/or catastrophic event arising from:

1. The natural world i.e. storm, flood, utilities failure
2. Man-made events i.e. fire, civil unrest, terrorism, reputation
3. The Economy i.e. fiscal or banking collapse, Government budgetary impact; and
4. Legislative changes i.e. the legal or regulatory regime.

These may separately or in combination require urgent actions to address:

5. Injury or death to persons i.e. tenants, Employees and/or Members of the Public)
6. Significant disruption, damage or destruction to assets and property i.e. Homes, Offices, Depot and/or other premises; and
7. Impact on the fundamental delivery of Freebridge services i.e. financial, ICT or legal operations.

### Procedural Guidance:

A set of practical business continuity actions and guidelines for each operational area can be found in: **The Freebridge Business Continuity Plan**. Copies are held with each Head of Service and team manager.

The **Chief Executive** has overall responsibility for ensuring the implementation of recovery plans and, in the event of such an occurrence(s), will mobilise and co-ordinate the following Business Continuity teams (overleaf), as appropriate.

Business Continuity Teams	Supported by:
<b>STRATEGIC (GOLD) TEAM:</b> Chief Executive Director of Resources & Deputy Chief Executive Director of Customer & Community Services Director of Homes & Community Maintenance Director of New Homes & Commercial Director of People	<b>Tactical (Silver) Team members, as required &amp; Subject Matter Experts</b>
<b>TACTICAL (SILVER) TEAM:</b> Head of Housing & Community Services Head of Finance Head of Service Delivery Business Partner: ICT Business Partner: Human Resources Business Partner: Communications	<b>Operational: (Bronze) Team members, as required &amp; Subject Matter Experts</b>
<b>OPERATIONAL (BRONZE) TEAM:</b> Business Partner: Finance ICT & Facilities Team HR Advisor Tenancy Manager Lettings Manager Planned Maintenance Manager Contracts Manager (Property Services) Stores and Fleet Manager (Property Services) Health & Safety Manager	<b>Administrative staff, Operatives, as required &amp; Subject Matter Experts</b>

In the absence of the **Chief Executive**, overall responsibility will be delegated to the relevant Service Director, or combination of Service Directors, according to the nature of the disaster, incident and availability.

In the event that the **Chief Executive** and/or **Service Directors** are unavailable, responsibility for the implementation of the Business Continuity teams passes to the **Chair of the Board**.

Each member of the Business Continuity Teams will need to be familiar with their role and how they should liaise with others. They should also consider the roles of staff within their teams/department in dealing with events or incidents.

The **Chief Executive** (or, in their absence, the nominated Chair of the Business Continuity Team) shall notify either the **Chair** or **Vice Chair** of the Board immediately they have been informed of a situation. If this is not possible, an attempt should be made to contact the chairs of the Board's committee(s) and continued contact should be attempted with either the **Chair** or the **Vice Chair** of the Board.

It may not be advisable for all members of the Business Continuity Team to make their way to an agreed management or operational location. The **Chief Executive** or nominated **Chair of the Business Continuity Team** will agree this and those members will provide remote support and be kept informed.

## Authority to Act:

In the event of a sudden emergency and/or catastrophic event, it is anticipated that temporary authorisations may have to be granted to key staff engaged in the recovery process. These authorisations will be granted by the Business Continuity Team and thereafter reviewed regularly by the **Director of Resources & Deputy Chief Executive**. The **Director of Resources & Deputy Chief Executive** will be responsible for rescinding or confirming the temporary authorisations at the end of the incident event period or sooner if appropriate.

However, Freebridge's Standing Orders and Financial Regulations may also be suspended and the following provisions utilized to ensure appropriate business continuity activity:

- Standing Order 2, Board Procedure: Section 3, Urgent Action
- Financial Regulation 6, Ordering & Payment of Goods & Services: Section 3, Ordering of Goods & Services
- Financial Regulation 7, Tenders & Contracts: Section 6, Selection Process

## Information and Contacts

A vital part of the work of the Business Continuity Team(s) is to have relevant contact details for appropriate access to key staff and/or organisations and/or suppliers in order to assist with recovery.

These details can be found in: **The Freebridge Business Continuity Plan**. Copies are held with each Head of Service and team manager and will be updated on a regular basis and will include:

- Members of the Business Continuity Team(s).
- Emergency Services liaison contacts.
- Local authority emergency contacts for temporary accommodation.
- Freebridge's emergency repair number.
- Freebridge's Insurers contacts.
- Contacts for all Freebridge staff (i.e. **Subject Matter Experts**) ; and
- Details/contacts in respect of Freebridge's ICT systems and back-up arrangements.

## Media and Communications

All contact with and questions from the media will only be undertaken by the **Chair, Chief Executive**, and/or **Director of People**, as appropriate.

The **Director of People** will prepare media statements from the **Chief Executive** or other nominated officer as appropriate, and will issue this to the media in a timely manner, depending on the nature of the event.

The **Director of People**, working with and on behalf of the **Chief Executive**, or other nominated officer as appropriate will manage communications and key messages with tenants, Board/Committee members, stakeholders, contractors, consultants, suppliers and other contacts with an appropriate contact numbers.

Freebridge's media information should be shared with any partners involved in the disaster including the out-of-hours call centre contractor. Ongoing media contact will be maintained with updates given outlining developments in the event and key information such as contact numbers. The overall tone of the media information will be proactive and positive, underlining Freebridge's commitment and effort to rectifying the situation.

## **Recording and Review**

It is recognised that during a business continuity incident there will be a need to act and respond quickly to ensure that there is minimum delay in the resumption of services. It is, however, important that all actions are fully documented by the Business Continuity Team and, if possible, backed by photographic evidence. This is necessary both for future liaison with the Association's insurers and to ensure that the procedures followed have been effective.

After all services have been resumed on a permanent basis the Chief Executive will lead a review of the procedures followed with the aim of highlighting any shortcomings and, if appropriate, amending processes and/or procedures accordingly.

The review will also seek to identify the cause of the incident and action to be taken to minimise or mitigate the risk of the event recurring.

The Business Continuity Team (s) will undertake walk through testing of this Policy and **The Freebridge Business Continuity Plan**, as appropriate, on a regular basis.

## Disqualifying Tenants in Breach of Tenancy Agreement Conditions from Board/Committee Membership Policy: 38 Accountable Director: Resources & Deputy Chief Executive

**Policy Statement:** Freebridge is committed to maintaining the highest standards of probity and to protect the reputation of the organisation. The Board expects any Board/Committee Member who is also a tenant to comply in full with his or her Tenancy Agreement terms and conditions.

In the event of a breach of their tenancy agreement an individual may be disqualified from Board or Committee membership (please also refer to Board and Committee Member Conduct Issues Policy above).

This Policy:

- Sets out the circumstances in which tenants in breach of tenancy agreement conditions are disqualified from Board/Committee membership; and
- Describes the procedure to be followed in these circumstances in respect of existing Board/Committee Members who are tenants.

### Unpaid Rent Arrears

**The Board shall:**

- Expect any Board/Committee Member who is a tenant to ensure that his or her rent is paid when due.
- Not accept as a new Board/Committee Member any tenant who has unpaid arrears, other than in circumstances referred to below.

It is recognised that tenants can find themselves in circumstances where they are unable to pay their rent regularly, for example where problems occur in the payment of benefits. Such situations would be dealt with sympathetically and pragmatically by Freebridge.

However, there may be circumstances in which the nature of the arrears is such that it would materially conflict with the tenant's continuing role as a Board/Committee Member of Freebridge. These circumstances would include the following:

- The tenant's rent arrears are significant and/or persistent and the rent arrears are not attributable to delays in the processing of Housing Benefit payments;
- No satisfactory explanation has been given by the tenant as to the reason for the rent arrears;
- The tenant has failed to consult with an officer of Freebridge about resolving the problem or follow any resulting advice; or
- The rent arrears are such that Freebridge has commenced or would be entitled to commence any legal enforcement proceedings against the tenant.

## **Breach of Tenancy**

### **The Board shall:**

- Require any Board/Committee Member who is a tenant to comply with all of his or her Tenancy Agreement terms and conditions.
- Not accept as a new Board/Committee Member, and will expect an existing Board/Committee Member, to follow the procedure below, if the tenant:
  - Is subject to any legal enforcement proceedings for breach of tenancy; or
  - Has previously been evicted for breach of tenancy within the last two years.
- There may also be circumstances where a breach of tenancy has occurred which would lead the Board to consider following the procedure. Such a breach of tenancy may include, though is not limited to, the following:
  - Acts of anti-social behaviour and/or criminal activity as detailed within the Association's [Anti-Social Behaviour, Harassment and Hate Crimes Policy](#);
  - Non-payment of rent and/or any other tenancy/property related charges in accordance with the Association's [Income Management and Maximisation Policy](#);
  - Any other breach of the terms and conditions of the Tenancy Agreement held by the Board/Committee Member.

## **Procedure for Removing a Board/Committee Member who is a Tenant**

### **The Board shall:**

- Expect that an existing Board/Committee Member to whom these (and similar) circumstances apply will resign.
- Consider exercising their power under the Rules of Freebridge, which provides that a Board Member may be removed by a resolution of a two thirds majority at a meeting of the Board. (Under the Committee Member Agreement for Services, a two thirds majority of the Board is also required to remove a Committee Member.) Before calling upon a tenant to resign, the Board will provide the Board/Committee Member concerned with the opportunity to present his/her case to the Board or a sub-committee of the Board in accordance with the [Board Member Conduct Issues Policy](#).



## Income Management and Maximisation Policy: 39

### Accountable Director: Customer & Communities

**Policy Statement:** Freebridge shall be a responsible landlord. To meet our commitments and to enable us to provide, maintain and manage our general needs, sheltered and shared ownership properties we also need to maximise our income in respect of domestic rents, service charges, garage rents, and rechargeable repair debts.

We will ensure a firm but balanced approach to income management that reflects the importance of income collection to our organisation, as well as proportionate and timely action, with reasonable support and advice to our tenants.

We will take steps to minimise the chances of rent and service charge arrears occurring. Where arrears do accrue, we shall endeavour to work closely with our tenants to recover monies owed, ensuring that they have access to appropriate support and advice.

We shall take appropriate legal action to recover income owed to us, and we will always consider eviction as a last resort when all other reasonable measures have been exhausted.

We shall also continue to take all reasonable steps to recover debts owed once a tenancy has been ended.

#### **Procedural Guidance:**

##### **We shall:**

- Ensure a firm, but balanced approach to income management that reflects the importance of income collection to our organisation, as well as proportionate and timely action, with reasonable support and advice to our tenants.
- Take steps to minimise the chances of rent and service charge arrears occurring. Where arrears do accrue, we shall endeavour to work closely with our tenants to recover monies owed, ensuring that they have access to appropriate support and advice.
- Take appropriate legal action to recover income owed to us, and we will always consider eviction as a last resort when all other reasonable measures have been exhausted.
- Continue to take all reasonable steps to recover debts owed once a tenancy has been ended.
- Invest resource into prevention and maximising income
- Offer ongoing advice and support either directly or via specialist agencies
- Have procedures in place to support this policy which reflect good practise as well as legislative requirements
- Ensure our staff are fully trained so that they can effectively implement our policies and procedures

## **Affordability**

## **We shall:**

- Complete a detailed financial assessment with all customers prior to the granting of a new tenancy. In accordance with our [Rent Setting and Service Charges Policy](#).
- Always aim to balance housing need with affordability; any concerns raised as a result of a financial assessment will not automatically prevent a tenancy from proceeding, but may result in further assistance and support being offered as a condition. Should the financial assessment conclude that a tenancy would not be sustainable from the outset, despite further support being provided, the offer of tenancy will be refused, in accordance with our Allocation and Lettings Policy.
- Assist customers who have an offer of tenancy refused by working collaboratively with the Local Authority to consider appropriate alternatives.
- Assist customers who find that their home becomes unaffordable over time, in accordance with our [Under Occupation](#) & [Allocation and Lettings](#) Policies.

The existence of rent arrears or other debts owed to us will not be an automatic barrier to moving.

Where customers are allowed to move with debts outstanding, any existing rent arrears will be written into, and become a condition of the new Tenancy Agreement.

## **Prevention**

We recognise that it is essential to take a holistic view to money management.

## **We shall:**

- Aim to provide support and advice which allows customers to meet all of their financial commitments from the start of their tenancy.
- Clearly explain the charges due in accordance with the tenancy agreement, when signing up a new tenant, as well as the process for annual rent reviews.
- Provide advice on all of our available payment methods, as we recognise that customers have different needs and manage their money in different ways.
- Provide all new customers with guidance in establishing a claim for Housing Benefit, Universal Credit or other relevant benefit to meet their housing costs, where it is reasonably expected that there may be a level of entitlement.
- Assess the financial health of all customers at sign up, and make appropriate referrals to other agencies for specialist money management and debt advice, provide support to maximise income, or provide information on financial inclusion priorities such as accessing bank accounts.
- Provide customers with the tools to maintain their rent account through timely information, with annual account statements (as a minimum, or at any time on request), 24/7 online access to their rent account, and the provision of payment tracker cards for those paying regularly in cash.
- Require any customers receiving benefit assistance towards their housing costs to consent to this to be paid direct to us. However, we are keen to support customers to develop financial capacity and accountability, and will support anyone wishing to

manage their benefit payments themselves, where it is considered that this will not put their tenancy at risk.

Where it is believed that directly managing rent payments would jeopardise a customer's tenancy, we will require payment direct, or work with the customer and the relevant agencies to request this.

## **Financial Inclusion**

Our [Financial Inclusion Policy](#) sets out our commitment to working with customers in a range of ways, including assistance with accessing bank accounts and affordable credit, through our work with our Local Credit Union.

## **Support, Advice and Guidance**

### **We shall:**

- Providing advice and guidance to customers at all times, including in parallel with any legal enforcement action that we are taking.
- Ensure that all of our Income staff are trained to provide advice to customers on claiming benefits to assist with their housing costs.
- Operate a flexible Welfare Benefit Advice service for all customers, enabling us to maximise income through assistance with a range of claims, including establishing and backdating benefits, appealing decisions and assisting with discretionary claims.
- Provide a Tenancy Support service with direct in-house access to basic money management and budgeting advice, and signposting to more expert debt advice externally, including work with partners such as Christians Against Poverty, National Debt line and the Money Advice Service.
- Train our Income staff to be able to identify other unmet support needs which may affect a customer's ability to maintain their rent payments, and make appropriate and timely referrals to other agencies to address these needs.

## **Income & Arrears Collection**

### **We shall:**

- Provide customers with access to a comprehensive range of payment methods, making it as convenient as possible for everyone to maintain their rent payments.
- Ensure our approach to arrears recovery is responsive to the needs of each customer and supported by comprehensive procedures and ongoing training.
- Ensure our Income Team make robust, fair and consistent decisions when applying our policy and procedures, as well as monitor performance at a case level, in line with our values for Customer Care.
- Make timely contact with customers when arrears do start to accrue, and any correspondence that we have will be clear in regards to the current situation, and the proposed next steps, so that an agreement for repayment can be reached and the matter addressed before arrears escalate.
- Work directly with customers to resolve their financial difficulties. Every customer will be allocated a named Income Advisor, who will offer advice and guidance from the start of any arrears. We will primarily advise customers face to face, in our offices or their

homes, or over the phone. When it is necessary to send letters to customers, we will ensure that these are as clear and accessible as possible.

- Take a customer's overall financial situation into account, and provide tailored advice depending on the situation, focusing on all priority debts, when agreeing repayment of arrears.
- Support our customers accessing debt advice from a range of sources, however we will not engage directly with any company or organisation imposing a charge for services.

## Multiple/Non-Rent Debts

### We shall:

- Work with customers to prioritise payment of their rent above any other debt with us, in order to protect and sustain their tenancy.
- Where customers also rent a garage from Freebridge, Notice to Quit the Garage Tenancy will always be served once enforcement action has begun in relation to domestic rent arrears, in order to maximise the chances of sustaining the domestic tenancy.
- Not grant new garage tenancies to customers who have existing debts with us.
- Ensure that where a customer also has an outstanding Rechargeable Repair debt with us, an affordable repayment agreement is also reached for all debts to Freebridge, whilst still prioritising repayment of any domestic rent arrears or payment of the ongoing rent.
- Treat the provision of additional services for customers that are charged for alongside the net rent, as part of the total weekly rent, and will therefore be treated as part of the rent for the purpose of recovery and enforcement action.
- Provide support via our Tenant Support Service, to liaise with other creditors where appropriate.
- Consider discretionary financial compensation when it is necessary for a customer to temporarily move out of their home. However, when rent arrears exist, we will usually transfer some or all of any discretionary compensation to the customer's rent account instead, in repayment of the arrears. Our [Moving Out Policy](#) provides further information.

## Legal Enforcement

Possession of a property will not be sought whilst a customer is positively engaging with us about repayment of arrears. In circumstances where legal enforcement is required we will only consider eviction action as a last resort, after all other reasonable measures have been exhausted. In recovering rent arrears, we will adhere to the Ministry of Justice's Pre Action Protocol for Possession Claims based on Rent Arrears, prior to issuing any claim.

### We shall:

- Maintain a robust scheme of delegated authority in relation to agreeing enforcement actions, to ensure that we are transparent and accountable for all such decisions.
- Never refuse payment, and will continue to negotiate with customers throughout the process.

However, please refer to the [Anti-Money Laundering Policy](#). In addition, Freebridge's Financial Regulation 12 states that:

***“The maximum amount the Association will accept in cash is set at £3,000”.***

- Maintain ongoing attempts to communicate in a range of ways, up to and beyond any court action.
- Take into account a customer’s known circumstances, giving careful consideration to any disability or long term condition and how this may be impacting on their ability to meet their financial commitments to us, and of our proposed actions on them, in order to ensure that we act in a considered, reasonable and proportionate manner.
- Not seek possession of a property in circumstances where the customer is positively engaging about the repayment of rent arrears.
- In circumstances where enforcement is necessary, usually seek a Suspended Order for Possession initially, where rent arrears are the only breach of tenancy, and/or we have been able to positively engage with the customer regarding payment. When agreeing payment terms for Court Orders, robust financial statements will always be completed to ensure that agreements are sustainable and take into account a customer’s whole financial situation.
- Recognise that customers’ circumstances change, and we will work closely to support customers to seek any necessary variations to Orders, when agreements are no longer sustainable.
- Seek Full or Outright Possession only in the event that a customer has breached their Tenancy agreement in more than one way and/or we have been unable to make contact, or agree a suitable repayment arrangement to remedy the situation.
- Not seek possession of a customer’s home using mandatory grounds for possession in circumstances where rent arrears are the only breach of tenancy.

In the event that eviction action becomes necessary after all other reasonable measures have first been exhausted, **we shall:**

- Work closely with the Local Authority’s Housing Options Team and our partners to provide advocacy and advice to customers from an independent source.
- Always seek an order for costs, to recover our expenses in bringing an action against a customer, where court action has been correctly and reasonably entered into.

## **Shared Owner Rent Arrears**

**We shall:**

- Follow the same principles in recovering unpaid rent from Shared Owners. In the event that an undertaking was given to the mortgagee at the time of completion, the lender will be notified prior to enforcement action being taken in respect of non-payment of rent (or service charge).

Whilst we won’t seek enforcement action should a shared owner be positively engaging with us in regards to repayment of arrears, where the lease allows, and in circumstance where there is no positive engagement, the preferred method of enforcement will be to make a claim under Ground 10 of the Housing Act 1988 for possession of the property.

Where the lease does not permit this, and as a last resort, after all other attempts have failed, consideration will be given to commencing forfeiture proceedings. In these

circumstances the decision to take forfeiture action can be challenged in accordance with our [Appeals Policy](#).

## Former Tenant Arrears

### We shall:

- Take a flexible approach in regards to Former Tenant arrears. We may allow customers to move to a different property even if rent arrears exist, in accordance with our Allocations and Lettings and Under Occupation Policies, where this may alleviate financial hardship caused by unaffordable accommodation. Should this be agreed, the remaining arrears will always be written into the new Tenancy Agreement, and failure to pay the debt will be considered to be a breach of the new Tenancy.

When a customer first gives notice to terminate their tenancy **we shall:**

- Provide clear information regarding the balance of rent outstanding, and how this can be paid.

In the event that customers are unable to pay arrears in one sum, an agreement to repay by instalments will be reached. Future nominations for another one of our properties will only be considered where a repayment history has been maintained by the customer.

Legal action including applications for Money Judgement Orders may be taken in recovering Former Tenant arrears owed to us.

We will also work with regulated and reputable Debt Recovery Companies, to trace former tenants and assist with the collection of arrears.

## Rechargeable Repairs

In the event that we consider that a tenant, a visitor or a member of their household has through, either wilful damage or neglect, caused disrepair to a property then **we shall:**

- Charge the tenant all reasonable costs, reasonably incurred, in putting it right.
- Invoice the tenant with a full explanation of the works that are necessary or have already been carried out. If tenants are unable to pay in full within 30 days, we will agree a suitable repayment arrangement, which takes into account any other debts that exist with us, or any other priority debts.

When payment arrangements are broken, before taking any appropriate enforcement action, we will review a customer's circumstances, taking account of any existing rent arrears, in order to ensure that all action is proportionate and reasonable.

## Write Offs

In accordance with our Financial Regulations, approval for the write off of bad debts is dependent on the level of debt.

### We shall:

- Not normally consider current tenant rent arrears for write off.

However, consideration to do so, shall be subject to Board approval only. In the event that a customer is subject to a Bankruptcy Order, any debts with us, including current rent arrears, that fall within the scope of the Order will be dealt with as bad debt and written off in accordance with the Financial Regulations delegation.

- Former Tenant and Rechargeable Repair Arrears will only be considered for write off once all other possible measures for recovering the debt have been exhausted and it is considered uneconomical to pursue or recovery is inappropriate i.e. when an elderly customer moves into a residential home and attempts to collect the arrears prove unsuccessful.

## Information Communication Technology Policy: 40

### Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** We shall seek to provide the most cost effective and operationally effective ICT service capable of supporting our activities and to enable change in line with business strategy and operational plans.

Freebridge acknowledge that its electronic information and communication systems represent an extremely valuable asset and we shall manage these effectively.

Freebridge will comply with all regulatory and relevant legislative requirements, and shall securely protect personal data from events that may jeopardise operational activity or data integrity.

#### **Procedural Guidance:**

Freebridge **shall seek** to:-

- Provide the most cost effective and operationally effective ICT service capable of supporting ongoing activity and enabling change in line with business strategy and operational plans
- Get the most from resources and more from existing systems to provide a “value-adding utility service”

This will be achieved through the following key themes:-

- **Social and self-service/automation** including:
  - Support digital inclusion initiatives to get people on line in communities and their homes
  - Develop multi-channel communication to keep customers up to date with enquiries (i.e. Email, SMS, web chat, social media)
  - Support the use of the Internet of Things (IoT) i.e. smart TV and other IP enabled devices
- **Mobile** – accessibility and connectivity including controlled “Bring Your Own Device “ and “Bring Your Own Applications” to maximise:
  - Capability for effective home, mobile and remote working for all (e-Enable whole workforce) including workspace transformation from static to anywhere
  - ICT Team agility and capacity including:
    - Ability to provide support to a mobile workforce with differing devices and operating systems
    - Ability to support service diversification and flexible working patterns
    - Use of specialist partners to enhance service provision.
  - Flexible working:-



- Support and manage IT consumerisation to drive down hardware and communications cost of ownership and provide choice to users – empower people to be productive on any device
    - Provide devices based on individuals preferred way of working (people-centric ICT)
  - Provision ICT that supports flexible working in the office, home or anywhere.
- **Analytics** – improved reporting providing information for day to day and strategic decision making including:
  - Data analytics/reporting tools skills transfer to operational base with ICT providing a quality assurance service
  - Use our information asset analytically to make evidence based strategic and operational decisions including geographical information and trends
  - Supporting public scrutiny good governance through data and information transparency
- **Cloud** – scalable and elastic service provision (i.e. Infrastructure as a Service) and accessibility when connectivity is limited including:
  - Taking advantage of private, public and hybrid opportunities as they present themselves for data, applications, hardware and backup/disaster recovery; and
  - Information workers (creators - full access all of the time) v Kiosk workers (consumers - small amount of time accessing systems) – different service delivery models to suit each.
- **Security** – detecting and protecting against cyber crime including:
  - Building and managing a resilient private cloud infrastructure to protect business applications and data internally and externally, and provide high availability (always on, always up) services
  - Deploying services that detect cyber-attacks and protect what matters whilst making the user experience easy.
- **Attitude** – influencing the take up and use of technology within the business and community including:
  - Making a difference to the organisation by extracting value from technology by keeping pace with technological change and taking advantage of innovation opportunities as they arise
  - Encouraging and supporting employees to make the most of productivity and collaborative working tools through workshop facilitation and coaching
  - Championing organisation wide systems understanding and data ownership
  - Advocating the use of technology through digital champions in each service area
  - Identifying training and other technology support needs
  - Supporting the business through training, workshops and coaching to keep up to date with applications infrastructure i.e. Finance systems, MS Office, SharePoint, Forms, video conferencing.

## **Corporate Framework**

### **We shall:**

- Ensure that ICT services are aligned to Business Plans and associated Operational Plans of the organisation. It is recognised that technology underpins the business, and as the business changes so should its technology. Therefore, the ICT strategy must be flexible and reactive enough to respond to these to take advantage of opportunities as they arise.
- Recognise that mobilisation of the workforce and cloud computing can reduce cost and improve efficiencies. However, solutions will only be implemented once they have been proven externally, thus minimising risks, maintaining stability and enabling business continuity.

## **Systems Resilience**

ICT is critical to business continuity so the strategy will aim to provide for systems resilience by minimising single points of failure in a cost effective manner.

### **We shall ensure that:**

- A disaster recovery plan in support of the Business Continuity Plan is in place and updated whenever a significant change is made to the ICT infrastructure.
- In the event of business critical ICT systems being unavailable for a significant period of time, data and systems will be recovered at a designated location and recovered from onsite and cloud backups.

## **Procurement**

### **We shall:**

- Utilise systems, services and devices from as wide a range of providers as possible to reduce the risk of single supplier dependency and provide value for money.
- Procure all hardware, software and related services in accordance with Freebridge's Financial Regulations and Procurement Strategy. The availability of cloud technologies for data storage, applications, hardware and backup provides opportunities for Freebridge to take advantage of "pay as you use" models of licencing and infrastructure.

## **Information Management and Governance**

### **We shall:**

- Identify systematic, proactive approaches to managing sensitive, confidential information. This approach encompasses people, processes and technology ensuring that information held in manual files and data held on computer records are both secure and available to authorised persons only.
- Have Internet and Telephony Acceptable Use Rules, and Mobile Device Usage Rules for staff and Board/Committee Members. These will be 'signed up' to as part of the induction information provided to staff and Board/Committee Members on appointment prior to employment commencement. Staff and Board/Committee Members will be reminded of these policies on a regular basis.
- Comply with data protection legislation.

- Appoint a Data Protection Officer to ensure compliance and provide advice on data protection issues
- Ensure, as far as practicable that information held is accurate and up to date, and will check and cleanse data, wherever possible. Where we are requested to erase or port personal data we will do so in a timely manner.
- Ensure that data is owned by operational service areas, and relevant managers will take an active role in leading in the use of existing systems, and on projects to implement new systems into their operational area.

## **Systems Development and Project Management**

### **We shall:**

- Maintain a Projects Portfolio that outlines service improvements made through the introduction of new or upgraded ICT systems will be managed by the ICT Steering Group made up of Freebridge's Leadership Team and the ICT Business Partner.
- Monitor projects in line with the corporate Project Management Framework and provide a mechanism for controlling and prioritising systems development ensuring that:-
  - Value for money is gained on capital investment;
  - Systems are 'Fit for Purpose';
  - Projects deliver expected service improvements or financial savings.
- Seek the ICT requirements from operational teams as the basis of the Projects Portfolio and ICT Operational Plans.

## **Operational Management**

### **The ICT Team shall:**

- Deliver services that provide an infrastructure for systems users to be able to access, use and interpret business critical information so they can carry out their duties effectively and efficiently from any location using corporate or personal devices to connect to services.
- Ensure that all ICT technicians are IT Infrastructure Library (ITIL) framework trained to at least Foundation level and undertake accredited training for their specialist area.
- Be given opportunities to develop their skills and knowledge, so that systems development and support can be delivered in-house as much as possible, thus minimising regular use of external consultants.
- Enable the provision of effective support to an increasingly mobile workforce with differing devices and operating systems, and to support operational diversification.

## **ICT Assets**

### **We shall:**

- Manage corporate assets in as effective manner as possible to provide an efficient, value for money service.
- Provide a wide range of devices (desktops, laptops, tablets and smartphones) to staff to suit individuals' preferred way of working.
- Ensure all corporate owned fixed and mobile hardware assets with a significant value will have an identification label attached to them and be assigned to individuals or teams. Details will be recorded in an inventory which is maintained and reviewed on an annual basis to ensure that equipment is adequately insured and accounted for.
- Business and personal mobile devices with company data on them/access to corporate systems will be passcode protected as a minimum. All data and access will be 'wiped' remotely if a device is lost or stolen. With personal devices some asset management responsibility passes to the individual. However, we will insist on up to date security standards and updates being applied to devices.
- Maintain a software library. Regular audits shall be undertaken to ensure that Freebridge is licensed appropriately.

## Performance Management Policy: 41 Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** Freebridge believes that a holistic and efficient approach to performance management should consider the requirements and aspirations of the Board, management, regulators and customers, as well as focus on the achievement of both operational and strategic objectives and integrated with risks at all levels.

We shall ensure that effective performance management will enable us to:

- Know what we are aiming for and how we plan to achieve this;
- Know our progress in meeting these plans;
- Detect and remedy problems that might prevent us from meeting our plans;
- Evaluate different options;
- Evidence our achievements; and
- Continuously improve our performance and value for money in achieving these

The following five principles will also guide us in delivering continuous improvement

- Outcomes driven – focussing on what our customers experience
- Evidence based – using information that is complete, accurate, timely and relevant
- Transparent – being objective and readily accessible to users and customers
- Focussed – prioritising in line with risks to avoid monitoring for its own sake.
- Accountable – accepting own our role in managing and improving performance

**Policy Statement:** Freebridge shall promote a procurement strategy that supports the delivery of innovative, cost-effective and high quality services to fulfil Freebridge's aims and Business Plan priorities by means of:

- Delivering Value for Money and continuous improvement by achieving the most advantageous combination of cost, quality and sustainability in delivering our service to and on behalf of our current and future customers.
- Clearly communicating our requirements and our evaluation criteria, creating an informed supplier.
- Establishing levels of competition and flexibility appropriate to the size and complexity of the individual purchase and Freebridge requirement.
- Promoting the highest possible standards of probity and compliance.
- Adopting a partnership approach and being easy to do business with.
- Supporting local enterprise when it is correct and advantageous to do so.

**We shall:**

- Consider the needs and aspirations of our tenants and their communities, by involving our tenants in the procurement of goods and services that affect them and their homes and ensure that quality is measured by seeking feedback.
- Achieve effective, consistent and co-ordinated procurement.
- Encourage long-term thinking and commitment to procurement issues including the promotion of whole life costing methods to assess and evaluate financial benefits over the entire life of assets and services.
- Provide greater visibility and understanding of the responsibilities of staff involved with procurement activities.
- Develop skills and provide support for staff involved in procurement activities.
- Promote sustainability, local economic development, as well as equality and diversity objectives throughout our procurement activities in achieving our community, corporate and service objectives.
- Raise awareness to staff and board members of the increasingly complex regulatory framework in which procurement operates, and the potentially high risk impacts arising from the financial, legal, environmental, health and safety and reputational environments.

## Rent Setting and Service Charges Policy: 43

### Accountable Director: Customer & Communities

**Policy Statement:** We shall comply with the Government's Policy Statement on Rents for Social Housing, and the resultant Rent Standards from the Regulator of Social Housing as well as all associated legislation in respect of rent setting.

This Policy also sets out how we set and review rents for homes not covered by the Rent Standard i.e., our Specialised Supported Housing.

Freebridge shall operate rent and service charge setting arrangements that ensure Freebridge's properties are affordable to tenants and prospective tenants. We want to be transparent and accountable to our tenants for the charges we make.

This applies to all tenants living in our general needs, sheltered housing and specialised supported housing properties. It does not apply to leasehold or shared ownership properties that are covered in our [Leasehold Management Policy](#).

### Procedural Guidance:

#### We shall:

- Comply with the Government's Policy Statement on Rents for Social Housing, and the resultant Rent Standards from the Regulator of Social Housing ensuring that rents and service charges are set to safeguard the financial viability of the Association
- Ensure compliance with service laws and regulations in that Service Charges are subject to separate legal requirements and are limited to the cost of providing the services.
- Show the charges for any services provided separately from the net rent, so that tenants can see clearly how much of their total weekly rent payment goes towards these services.
- Calculate and charge our rents and service charges (where applicable) over 48 weeks
- Notify tenants in writing of any changes agreed by the Board giving notice as required in the tenancy agreement and in accordance with legislation.
- Collect rents and service charges for our tenants on a weekly basis
- Provide rent statements to our tenants every twelve months as a minimum, or more frequently on request.
- Send service charge statements to tenants where variable service charges apply, no later than 6 months after the end of each applicable service charge year.

Social Rents will apply to the majority of properties. The exception to these are those that are identified as Affordable Rent or Specialised Supported Housing

Each year, a recommendation will be made to Board regarding the actual increase to be implemented across the Association's tenants.

## Social Rent Setting

The Government has established a calculation for working out social rent levels known as Formula Rents. Formula Rents considers:

- 30% of the property's rent is based on the value of the property relative to the national average (using January 1999 property valuations)
- 70% of the property's rent is based on local earnings relative to the national average; and
- One of five bedroom weightings

The Government's Rent Policy Statement for Social Housing allows for rent flexibility to be applied to Formula Rents. This allows registered providers to set rents at up to 5% above Formula Rent (for general needs homes) or 10% above Formula Rent (for Supported Housing, which includes Sheltered Housing). Freebridge have used this full flexibility on all current social rents, in reflection of our relatively low Formula Rents and thereby maximizing income with which to maintain homes

Rent caps, as also determined by the Rent Standard, are the maximum ceiling on Formula rents; all Freebridge's social rents remain below the cap levels. Should Formula rent ever exceed the rent cap, then Freebridge will use the rent cap as the rent for that property and any future annual increase would then be made in accordance with the CPI + 1% limit.

Service charges, for the purpose of this calculation, are excluded and are therefore charged in addition to the Formula Rent.

Wherever Freebridge develops new Social Rent housing, it will calculate a formula rent and ensure the rent it charges does not exceed this ceiling.

### **Social Rent Increases**

The Rent Standard specifies that annual rent increases should be no greater than the total of the Consumer Price Index (CPI) figure as of September of the previous year, plus 1%.

Both Formula rents and the rent caps also increase annually, by CPI plus 1%, or CPI plus 1.5% respectively.

Freebridge Tenancy Agreements state that social rents will increase on the first Monday of each April.

### **Social Rent Setting & Increases in 2023-24**

For the rent year April 2023 to March 2024 the Policy Statement on Rents for Social Housing has been amended to replace the CPI plus 1% annual increase with a 7% 'ceiling' or cap. This means that, in that year, Freebridge may only increase social rents by up to a maximum of 7%.

This restriction does not affect the calculation of the Formula rent (or the rent caps) when properties are first let or subsequently re-let; these continue to increase by CPI plus 1% and CPI plus 1.5% respectively. However, Freebridge have exercised discretion in capping increases in Formula rents to 7% between April 2023 and March 2024 too to ensure they remain comparable to the rents of existing customers.



This restriction does not apply to the annual rent increase for the rent year April 2023 to March 2024 for Supported Housing, which as defined in the Policy Statement includes Sheltered Housing. However, Freebridge have also exercised discretion in deciding to apply this 7% cap to Sheltered Housing rent increases in 2023-2024 too.

## **Affordable Rent Setting**

In addition to Social Rents, Freebridge have a number of properties which are 'Affordable Rent' as defined within the Government's Policy Statement on Rents for Social Housing.

At Freebridge, Affordable Rents fund development of new homes and are calculated to be no more than 80% of the equivalent market rent for the same type of property in that area, inclusive of any service charges. Freebridge will set Affordable Rents in accordance with the requirements as set out in the Government's Policy Statement on Rents for Social Housing.

For Affordable Rent setting there are no provisions for the use of rent tolerances, consequently the ceiling will always be capped at 80% of the market valuation inclusive of service charges.

Freebridge determine the first let rent for Affordable Rent properties in accordance with a Royal Institution of Chartered Surveyors (RICS) approved method as stipulated by the Rent Standard. Where the equivalent Formula Rent would actually be higher than the calculated Affordable Rent, then the Formula Rent amount will instead be used, with any service charges charged in addition to the Formula Rent.

The Rent Standard allows that every time a property with an Affordable Rent is re-let (either to a new tenant or re-let to the same tenant on a further fixed term but not after a starter/'introductory' tenancy), the rent will be 're-based' (recalculated) to ensure that the rent reflects no more than 80% of the current market rent equivalent, using an RICS approved methodology, but also no less than the equivalent Formula Rent

When re-letting to an existing tenant of that property (i.e., when a new Fixed Term is granted), then the increase will be no more than CPI plus 1%, even if 80% of the market equivalent is higher than a CPI plus 1% increase.

## **Affordable Rent Increases**

As with social rents, the Rent Standard specifies that annual rent increases for affordable rents should also be no greater than the total of CPI plus 1%.

Freebridge Tenancy Agreements state that affordable rents will increase on the first Monday of each April.

## **Affordable Rent Increases 2023-24**

For the rent year April 2023 to March 2024 the Government Policy Statement on Rents for Social Housing has been amended to replace the CPI plus 1% annual increase with a 7% 'ceiling' or cap. This means that, in that year, Freebridge may only increase rents by up to a maximum of 7%.

## **Specialised Supported Housing Rents**

Freebridge has 28 homes which meet the definition of Specialised Supported Housing (SSH) as outlined within the Government's Policy Statement on Rents for Social Housing.

The Policy Statement defines SSH as:

Supported housing (as defined in chapter 2 of the Policy Statement)

(a) which is designed, structurally altered, refurbished or designated for occupation by, and made available to, residents who require specialised services or support in order to enable them to live, or to adjust to living, independently within the community.

(b) which offers a high level of support, which approximates to the services or support which would be provided in a care home, for residents for whom the only acceptable alternative would be a care home.

(c) which is provided by a private registered provider under an agreement or arrangement with a local authority or a health service (within the meaning of the National Health Service Act 2006).

(d) for which the rent charged, or to be charged, complies with the agreement or arrangement mentioned in paragraph (c); and

(e) in respect of which at least one of the following conditions is satisfied:

- i. there was no, or negligible, public assistance, or
- ii. there was public assistance by means of a loan (secured by means of a charge or a mortgage against a property).

Freebridge has a management arrangement in place with a Charity for the provision of housing management, support and repairs and maintenance services to residents living in SSH. Rents are set in accordance with the cost of delivering these services, as follows:

- In February each year the Charity will set out its budget for the forthcoming financial year.
- The proposed rent, support and service charges are agreed by Freebridge as Landlord and then presented to the Charity's Commissioners (Norfolk County Council) for support.
- On confirmation of Commissioner support, these charges are then presented to Freebridge for final approval.

When approving the charges, Freebridge will give regard to the proposed annual increase/decrease in each charge in relation CPI, endeavouring to keep increases to the equivalent of no more than CPI + 1%. Whilst not bound by the increase mechanism within the Government Policy Statement on Rents for Social Housing, this is considered to be a fair and reasonable comparator.

## **Service Charges**

Freebridge Community Housing anticipates that all service costs will be met through transparent variable service charges.

For new tenants, variable service charges will be made for all appropriate services from the start of the tenancy.

For existing tenants, and following previous consultation, variable service charges are being introduced for all appropriate services on an incremental basis, with full charging expected to be fully implemented in 2024/25.

Where services are provided, **we shall**:

- Ensure that these are always delivered to a reasonable standard. Budget holders across the organisation responsible for service contracts will also be accountable for the accurate and timely capturing of costs, to ensure that they can be fully recovered through charging, whilst delivering value for money through quality services at reasonable costs.
- Make a reasonable charge for these services in addition to the net rent; the total of both the net rent and any applicable service charges will be treated in our Tenancy Agreements, and as part of our collection processes, as the total weekly rent for the property.
- Ensure that any service charges we make are variable i.e., they are calculated and vary according to the actual cost of providing the service, unless specifically stated as being required to be fixed in the tenancy agreement.
- Provide a summary of a tenant's rights and obligations in relation to service charges and administration charges along with every demand for variable service charges.
- For newly developed or acquired properties, service charges will be charged from the initial letting, based on the information available at the time of letting as to the actual or anticipated cost of the services. Following a full financial year of costs, we will revise the charges we make in accordance with the established, actual cost of the service, in the following March.
- Estimate the cost of providing the service every February for the forthcoming year. This new charge will then be effective from the first Monday in April, in conjunction with the net rent.
- Calculate every September the actual cost of the service for the previous year. Any difference, surplus or deficit, between the charge and the actual cost of the service will be reflected in the service charge set for the following financial year in our February calculations. At the same time, we will provide clear statements to customers who are charged for services, showing the cost of that service.
- All calculations of service charges are based on services received. If the property is within a block, costs will be based on apportionment of the services received. Where the level of service changes, after consultation with tenants, an adjustment will be made to the charges at the point at which the service delivered changes.

- Freebridge has an obligation under the Landlord and Tenant Act 1985 and the Service Charges Regulations 2003 to engage clearly with our customers regarding the charges we make for services, and where required in accordance with legislation, we will consult on:
  - Introduction of new charges.
  - Proposals to enter into a new contract/change suppliers or providers of a service; and
  - Quality of the service.

## **Risk Management Policy: 44 (Amended: 13/7/23, 2/5/24)** Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** Freebridge is committed to ensuring appropriate strategies and cost effective processes that identify, analyse and manage those risks that are associated with our activities. We shall seek to minimise the negative impact of undesired and unexpected events on our business objectives, and maximise any positive impacts.

We will further seek to ensure that risks are eliminated where possible, reduced to an acceptable level, transferred, managed or contained and to embed risk management practices that support the delivery of our corporate strategies.

### **Procedural Guidance:**

Freebridge recognises the benefits of a risk based approach to management and effective risk management arrangements, and also recognises the opportunities that can arise from assuming different levels and types of risk to attain agreed goals and/or objectives.

Freebridge assumes a level of risk tolerance associated with achieving its mission for creative, radical and intellectually rigorous thinking and practice. This will involve the review of options, the development of plans to mitigate against avoidable risks, as appropriate and recognition of Freebridge's appetite toward risk.

Any action or judgement that has the potential to harm Freebridge's reputation and/or business continuity must be avoided.

### **We shall:**

- Maintain a corporate **Risk Map** that details the individual risks, their assessed ratings, control measures and their remaining or "**Residual**" risk. The accountable and responsible officers and the required monitoring and reporting arrangements will also be identified.
- Identify significant risk through normal business processes such as project management, horizon scanning, planning and modelling, and 'lessons learned'. Identified risks will be brought to the attention of the relevant Director who will be responsible for bringing the risk to the attention of the Leadership Team for debate and potential inclusion on the corporate risk map. All new risks will be reported to the next Audit and Risk Committee and Board meetings.
- Develop and maintain a **Board Assurance Framework** that builds upon the corporate risk map by recording the assurance obtained that the controls and/or activities to mitigate the impact and likelihood of the risk are working in practice.
- Detail our risk management methodology including:

**Step 1: Identify & Describe the Risk:** Risks to Freebridge shall be identified, defined and recognisable to Board members, senior management and staff that identify the required level of actions and reporting requirements i.e.

- Strategic Risks = Board and Leadership Team.
- Tactical Risks = Leadership Team and Leader Managers.
- Operational Risks = Leader Managers and Managers/Staff Teams.

The Business Assurance Manager will assist the accountable officer in the initial description and documentation of the risk onto the corporate risk map. The accountable officer will be responsible for updating the corporate risk map thereafter.

**Step 2: Likelihood, Impact & Appetite for the Risk:** An initial ('Primary') assessment of the likelihood and impact of each identified risk occurring shall be undertaken by management based on a 1 to 5 'scoring' system that seeks to assess the financial, social and reputational impact on the business as detailed below:

Impact	Points	
<p><b>Could halt or cease the business.</b></p>	<p>Financial Impact: &gt;£6.6m            Reputational Impact: Total loss of public confidence.            Regulatory Impact: Multiple breach of statutory duties/prosecution; and/or            Business Impact: Strategic objectives not achieved.</p>	<p><b>5</b></p>
<p><b>Could seriously disrupt the business.</b></p>	<p>Financial Impact: &lt;£6.6m but &gt;£3.1m;            Reputational Impact: Public concern/National media coverage.            Regulatory Impact: Multiple breach of statutory duties, enforcement action; and/or            Business Impact: Multiple strategic objectives not achieved.</p>	<p><b>4</b></p>
<p><b>Could disrupt processes, systems &amp; service delivery.</b></p>	<p>Financial Impact: &lt;£3.1m but &gt;£1.7m and/or            Reputational Impact: Potential public concern/ Local media coverage.            Regulatory Impact: Breach of statutory duties/ Improvement notices.            Business Impact: Slippage of multiple strategic objectives.</p>	<p><b>3</b></p>
<p><b>Could result in some system, process or service delivery problems.</b></p>	<p>Financial Impact: &lt;£1.7m but &gt;£100k and/or            Reputational Impact: Reducing levels of public confidence, social media concern.            Regulatory Impact: Breach of statutory duties/business objectives/ challenging external recommendations.            Business Impact: Some identified strategic objective/project slippage.</p>	<p><b>2</b></p>
<p><b>Could result in minor system, process or service delivery problems.</b></p>	<p>Financial Impact: &lt;£100k and/or            Reputational Impact: Short term reduction in public confidence.            Regulatory Impact: Breach of statutory expectations/ business policies/ Unresolved performance issues.            Business Impact: Minimal objective/ project slippage.</p>	<p><b>1</b></p>

The financial impact monetary values relate to the current year budget mitigations and, as a result, are updated on an annual basis in line with the new budget.

As well as the assessed likelihood of occurrence based on the following 1 to 5 'scoring' system

Likelihood (examples) (b)	Points
100% Likely to occur: Within 1 Year	5
75% Likely to occur: Within 3 Years	4
50% Likely to occur: Within 5 Years	3
25% Likely to occur: Within 7 Years	2
<10% Likely to occur, but not impossible: Within 10 Years	1

**We shall:**

Reflect the Board and senior management’s attitude towards each identified risk i.e. the level of their ‘*risk appetite*’ to accept or avoid the risks involved as detailed overleaf:

	Risk Appetite (c)	Points
<b>Hungry</b>	<b>Highest risk accepted</b> /Lowest risk score = 1.	<b>1</b>
<b>Open</b>	<b>Higher risk accepted</b> / Lower risk score = 2	<b>2</b>
<b>Balanced</b>	<b>Some risk accepted</b> / Medium risk score = 3.	<b>3</b>
<b>Cautious</b>	<b>Lesser risk accepted</b> / High risk score = 4.	<b>4</b>
<b>Averse</b>	<b>Least risk accepted</b> / Highest risk score = 5.	<b>5</b>

**Step 3: Primary ‘Scoring’ of the Risks (with no controls in place):** The Primary Risk Assessment is to multiply the **Impact Score** (a) with the **Likelihood Score** (b) to arrive at an overall score for each of the identified risks (please see example below).

**Example:** If a risk has a potential cost (impact on Freebridge) of between £100k and £1.3m (or could result in Freebridge receiving an adverse review or recommendations i.e. from the Regulator or Auditors it would score a **2 for impact**.

If that risk was considered to have a 50% chance of occurring, or possibly within the next five years, it would score a **3 for likelihood**.

Total score would then be:

Impact x Likelihood = Primary Risk Rating i.e.

$$2 \quad \times \quad 3 \quad = \quad 6$$

The total score for each risk shall be recorded in the Risk Map as the Inherent Risk, i.e. the overall impact of the risk on Freebridge’s operations without any management controls or actions to mitigate the risk.

**Step 4: Secondary/Residual ‘Scoring’ of the Risks (with controls in place):** The Residual Risk Assessment is to re-consider the risk and the effectiveness of the controls and/or activities to mitigate the impact and likelihood of the risk. The scoring (as above) is repeated to create the residual (or remaining) risk score.

**Step 5: Management Control & Mitigation of Risks:** There are 4 basic ways of dealing with Risk namely:

- **Avoid it** *i.e. eliminate the risk or do not do the activity that brings the risk.*
- **Transfer it** *i.e. insure against the event happening or let another organisation do it.*
- **Reduce it** *i.e. manage the activity & establish controls to minimise the effects of it.*
- **Accept it** *i.e. live with it and prepare for business continuity if/when it happens.*

As a consequence, there are 2 basic types of control to reduce and manage risks:

Firstly, an **Overarching control** (a 'General control' or 'Monitoring control') that demonstrates that the organisation has a procedure or policy in place for the management of a fundamental organisational activity and/or process. The Freebridge Policy and Procedural Framework deals with how matters such as [Fire Safety](#), [Health & Safety](#), [Allocation & Lettings](#), [Income Management & Maximisation](#) etc. should be undertaken. These state that activities should be undertaken time and time again to a required standard, in a consistent and accurate manner. Compliance with these standards can be tested; and

Secondly, by an **Application control** (a 'Process control') which is an action undertaken by a person as part of a process/procedure or performed by a software application that can demonstrate that a specific business process (such as payroll or income collection) is operating as intended, is properly maintained, is only being used with proper authorisation, is monitored and is creating an audit trail. Compliance with these actions/controls can be tested.

It is therefore the responsibility of management to ensure that all identified risks have appropriate Overarching controls and relevant Application controls in place to manage and/or reduce the impact of those identified risks. These controls shall be recorded in the Risk Map.

The effectiveness of these controls and their subsequent impact on the identified risk will result in a remaining (or 'residual') level of risk.

A repeat of the scoring outlined at Step 3 shall be undertaken to score the residual likelihood and impact of each identified risk occurring with the controls and mitigations in place.

The results of this Secondary, residual risk assessment shall be recorded in the Risk Map.

Business Assurance, Internal Audit and other assurance mechanisms shall periodically test the effectiveness and impact of management controls and mitigation activities. (Please also refer to Step 7 for Board and management reporting arrangements).

**Step 6: Target scoring of the risks:** The Target Risk Assessment is to re-consider the risk and identify, based on reference to the risk appetite, a target score for the risk, i.e. the level of impact and likelihood of the risk which indicate that the risk was well controlled and further detailed monitoring and review would not be needed. The scoring (as above) is repeated to create the target risk score. The target risk score is reported, along with the primary and secondary risk scores to the Leadership Team, Audit and Risk Committee and Board.

**Step 7: Identification of actions:** Actions to move the residual risk score to the target risk score will be identified and documented within the corporate Risk Map. Each action will have:

- A description;
- Responsible officer; and
- Implementation date.



It is expected that many of the actions within the annual delivery plan will be reflected within the corporate risk map due to the inter-relationship between the corporate objectives and corporate risk map.

Step 10 below will include the recording of progress against the actions on the corporate Risk Map, together with any evidence or explanations for implementation date changes or completion of the action. The impact of completing an action should also be considered in relation to the secondary, residual risk score.

**Step 8: Mapping of assurances against controls:** A significant progression of the risk framework is the mapping of assurances against each control to demonstrate where we have assurance over the controls in place and, perhaps more importantly, where further assurance is required. It is only if controls are operating in practice, and assurance is obtained of this, that Freebridge can be confident that risks are mitigated. The alignment of risks with assurance is known as the **Board Assurance Framework (BAF)**.

The assurance in place against each control will be considered in terms of the lines of defence:

- 1<sup>st</sup> line of defence: Assurance obtained by managers/internally, e.g. management review/sign-off;
- 2<sup>nd</sup> line of defence: Assurance obtained by Business Assurance (i.e. quasi external sources), performance management, e.g. Reviews into specific areas; and
- 3<sup>rd</sup> line of defence: External sources of assurance, e.g. Internal and External audit.

The Business Assurance Manager will liaise with the accountable and responsible officers for each risk to understand and document assurance for each control. An overall conclusion will be reached by the Business Assurance Manager for each control based upon the extent, number and type of assurances obtained. The extent of assurance obtained will be documented for each source as follows:

Assurance Level	Description
Minimal	Urgent action is needed to strengthen the control
Partial	Action is needed to strengthen the control
Reasonable	Identified issues need to be addressed to ensure that the control is effective.
Substantial	Controls the organisation relies on to manage this risk are consistent and effective.

This mirrors the assurance conclusions given by Internal Audit in their reviews. Substantial assurance will only be available to a control overall if second or third line assurance has been obtained at that level. If only first line assurance is available then overall assurance will be at one level below that of the first line. For example, if “substantial” assurance is available at the first line but none at lines two and three, then the overall assurance will be “Reasonable”. This reflects the fact that internal, first line assurance is not as strong as more independent second/third line.

The extent of overall assurance assessed for a control, or group of controls, will be considered for reflection in the secondary, residual risk. For example, if the assurance obtained over controls in place over a specific risk is minimal, then this would indicate that the controls are

not operating effectively in practice and so the secondary, residual impact score would be higher than if substantial assurance had been obtained.

**Step 9: Corporate Management Responsibility for Risk Management:** Corporate management responsibilities shall then be assigned to each identified risk as detailed below:

<b>Corporate Management Responsibilities</b>	
Accountability (A)	A Service Director with reporting and management oversight for an identified risk across Freebridge.
Responsibility (R)	Leader Manager(s) and/or Team Manager(s) with responsibility to ensure that actions/controls are implemented and operating effectively for an identified risk.
Communicate (C)	Manager(s) and/or Team(s) that need to be consulted with, and have an input to an identified risk and the arrangements to deal with it effectively.
Inform (I)	Manager(s) and Team(s) or all staff as appropriate that should be aware of matters related to an identified risk.

**Step 10: Risk Reporting, Scrutiny and Action:** The levels of risk review, intervention and subsequent risk reporting shall form part of the regular Board and management information arrangements as detailed overleaf:

<b>Reporting To</b>	<b>Reports &amp; Action</b>	<b>Reporting Period</b>
<b>Board</b>	<p><b>Shall Receive and Review:</b></p> <ul style="list-style-type: none"> <li>• Notification of the status of any Risk Map 'warning flags', as appropriate.</li> <li>• Any key strategic risk issues and themes that the Regulator has identified in the previous quarter, any emerging risk issues arising from Freebridge activity and risk developing in the external environment will be considered by Board as a part of the quarterly performance review.</li> <li>• Taking assurance from the work of the Audit &amp; Risk Committee and Leadership Team.</li> <li>• Board will take the lead on required actions in respect of strategic risks.</li> </ul>	Quarterly
<b>Audit &amp; Risk Committee</b>	<p><b>Shall Receive and Review:</b></p> <ul style="list-style-type: none"> <li>• Organisational risks with a residual risk score of 16 or more and, as a minimum, the organisational risks with the three highest residual risk scores</li> <li>• Strategic risks, referring any concerns and/or required actions to Board and feedback to Leadership Team any concerns on tactical and operational risks.</li> <li>• Audit &amp; Risk Committee will review proposed management actions and their completion. Reporting any concerns to Leadership Team and/or Board as appropriate</li> <li>• Shall receive Business Assurance updates and Internal Audit reviews. Reports will be reviewed on a</li> </ul>	Quarterly

Reporting To	Reports & Action	Reporting Period
	<p>standalone basis and in respect of the overall Board Assurance Framework.</p> <ul style="list-style-type: none"> <li>The Board Assurance Framework, ensuring sources of assurance are sufficient and referring any actions (e.g. additional assurances required) to the Leadership Team.</li> </ul>	
<b>Leadership Team</b>	<p>Shall receive and review the Board Assurance Framework monthly including a summary of Business Assurance review findings and/or emerging issues, for action as appropriate. Leadership Team will collectively regulate the scoring of all risks with a <b>residual score of 16 or above</b> and each service director's highest scoring risk.</p> <p>The Chair of the Audit &amp; Risk Committee will be notified of any risk that has a <b>residual risk score of 16 or above</b> for the first time or any increase to a risk of 16 or above.</p> <p>Will take action to address any weaknesses in control assurances where these result in a residual risk score higher than target.</p>	Quarterly
<b>Individual Service Directors</b>	<p>Shall review and update risks with their direct team reports each month and review and rescore identified risks as appropriate, including new key risks or emerging issues. Feedback from the Leadership Team review of significant risks and Business Assurance reporting will be used to direct service director's updates.</p> <p>Shall review and update actions pending within their accountable risks, noting progress made and consideration as to whether the action will be complete by the expected implementation date.</p> <p>All updates and reviews will be documented on the corporate risk register.</p> <p>The CEO will be notified immediately by the relevant Director of any risk that has a <b>residual risk score of 16 or above</b> for the first time or any increase to a risk that had a risk score of 16 or above. The Director of Resources/Deputy CEO will complete this action on behalf of the Bridgegate Homes Board, escalating relevant risks to the group risk map and CEO.</p>	Monthly
<b>Business Assurance</b>	<p>Shall test the effectiveness and impact of management controls and mitigation activities as part of its annual thematic work plan.</p> <p>On completion of Assurance reviews the results shall be reported to:</p> <ul style="list-style-type: none"> <li>The relevant Accountable Director (above) and Responsible Manager(s) for action as appropriate.</li> </ul>	Monthly/ Quarterly & Annual

Reporting To	Reports & Action	Reporting Period
	<ul style="list-style-type: none"> <li>An update of agreed management actions shall be reported to the Audit &amp; Risk Committee (above), for review and monitoring as appropriate.</li> </ul>	

**Step 11: Identification of new or ‘blue sky’ risks:** Each year the Regulator for Social Housing produces a Housing Sector Risk Profile. These profiles identify key issues and themes that the regulator has identified across the housing sector and flags up issues for consideration of risk by organisations that are operating within that environment, or are contemplating doing so. The Board and Leadership Team need to be aware of, and when appropriate act upon, all emerging strategic risks.

In addition, Freebridge’s business plan and associated projects will generate new and/or changed risks. The planning of projects will include the identification, management and reporting of new or changed risk.

A six monthly legal update of emerging issues will also be obtained from a specialist supplier. This list will be reviewed firstly by the Business Assurance Manager and subsequently by the Leadership Team as part of the monthly risk meetings held in accordance with the protocol for reporting agreed between the Business Assurance Manager and the Leadership Team. Emerging issues that are considered to be significant will be monitored by the Leadership Team until resolved/assurance obtained.

Operational Risk registers will be in place across the organisation, within individual teams to identify and monitor operational risk. These registers will be monitored by the relevant Head of Service/senior manager and those rated 16 or above reported on to the Heads of Service meetings as well as the Leadership Team.

**Policy Statement:** We shall comply with the spirit of Section 122 of the Housing and Regeneration Act 2008 that prohibits the giving of gifts, dividends and bonuses by a Registered Provider to:

- a) Its shareholders and former shareholders.
- b) Close relatives of (a); and/or
- c) Companies with directors falling in (a) or (b).

However, we do not wish our shareholders, many of whom are tenants, to be unreasonably penalised.

- Section 122 of the Housing and Regeneration Act 2008 prohibits the giving of gifts, dividends and bonuses by a Registered Provider to:
  - (a) shareholders and former shareholders.
  - (b) close relatives of (a).
  - (c) companies with directors falling in (a) or (b).
- Section 122 sets out the following courses of action in the case of a breach:
  - (a) The Registered Provider may recover the wrongful gift/payments as a debt from the recipient.
  - (b) The regulator may require the Registered Provider to take action to recover.
- Section 122 does not give a definition of “gifts, dividends or bonuses”. They are referred to collectively within this Policy as “gifts”.
- Any payment made in accordance with a service agreement will not be deemed as a gift.

## **Responsibilities**

- **Board and Leadership Team:** The Board and Leadership Team have responsibility to ensure that the regulatory framework is not breached in Freebridge’s dealings with shareholders, whilst seeking to ensure that tenants are not discouraged from becoming shareholders.
- **Staff:** Staff have a responsibility to consult the Company Secretary before the provision of any gift under this Policy.

## **Situations where the provision of gifts to shareholders will not be permitted**

**We shall not provide:**

- Any gift where a condition of receipt is shareholding with Freebridge.
- Any shareholder with a gift which is lavish or excessive.
- Any shareholder with regular gifts or a series of gifts which together could be considered as lavish or excessive.

## Situations where the provision of gifts to shareholders will be permitted

### We shall:

- Not withhold from a shareholder any gift which is available to them in another capacity. Examples of such gifts could be:
  - Participation in a tenant incentive scheme.
  - Access to tenant discount schemes.
  - Entry into a prize draw, for instance at a tenant event or as a “thank you” for taking part in a survey or a mystery shopping exercise.
  - A bouquet of flowers as a “thank you” for help at a community event.
- Record all gifts of this nature (including those given to Board members), and report them to the Audit and Risk Committee on an annual basis.
- Permit the provision of gifts where this facilitates Freebridge’s business. Examples of such gifts could be:
  - Refreshments provided at a Board meeting or an Annual General Meeting
  - A meal or other hospitality organised to improve team bonding, for instance for the Board or tenant groups
  - The payment of compensation, provided that this is done in accordance with Freebridge’s usual policy and procedures.
  - The writing off of rent arrears, provided that this is done in accordance with Freebridge’s usual policy and procedures.

## Social and Commercial Enterprise Policy: 46

### Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** Freebridge shall ensure that any social or commercial activities undertaken are properly assessed and managed. It will always ensure that such activities do not detract from, conflict or compromise its core housing management activities or assets.

#### Procedural Guidance:

##### We shall:

- Ensure that all new Social and Commercial enterprises are thoroughly researched and evaluated before commencement.
- Regularly review all ongoing Social and Commercial enterprises to ensure that they continue to deliver the required returns and where they do not take appropriate action.
- Ensure each Social and Commercial enterprise has an agreed exit strategy and that this is regularly reviewed and updated.
- Ensure that it has the necessary management and strategic skills and experience in place to manage any Social or Commercial enterprises that it undertakes.
- Deliver a Social or Commercial enterprise in partnership with other organisations it will ensure that a thorough due diligence exercise is carried out before entering into a clear and balanced legal agreement covering the partnership. All such partnerships will be reviewed on a regular basis to ensure that the balance of risk and reward remains appropriate.
- Ensure that for each Social and Commercial enterprise separate risk maps and financial monitoring are maintained.

#### Research and Evaluation

Where there it is a new service (diversification) it is expected that research and evaluation will cover at least the following issues:

- How does this align (or potentially conflict) with our current business plan, strategies and values?
- Why do we want to deliver this service?
- Exactly what is it that we want to do?
- Confirmation that the proposed activity is viable (within our allowed activities) and details of compliance with relevant legislation and regulatory requirements.
- The detailed plans for how we intend to do it?
- What is the timetable for delivering this and how sensitive is it?
- Sales and marketing analysis, including target markets and pricing.
- What additional skills and resources (financial, information, property and people) do we need to successfully deliver this?
- These should enable a robust financial plan to be presented that has been thoroughly stress-tested. It should take into account any taxation, including VAT, impact for the proposed service as well as the rest of the organisation. The extent of any necessary funding should be highlighted together with proposed sources.
- An analysis of whether we have the right people and skills? Including any training or consultancy needs. Details of any staff transferring via TUPE from existing providers should also be included.

- A clear and comprehensive analysis of what could go wrong and how these will be monitored and mitigated.
- An outline of what happens if everything goes right, to include opportunities for further growth and potential sale?
- What are the initial steps and critical decision points? When do we become morally and legally committed to this?
- What are the risks to existing services and assets? How can these be minimised, monitored and mitigated?

The level of detail required will depend upon the scale and complexity of the proposal and the level of risk involved.

When we are selling existing good services then the research and evaluation will need to be just as thorough and include the following as well as those items above:

- What is the capacity of existing resources (financial, information, property and people) to deliver this increase?
- What are the costs of existing delivery (including relevant share of central overheads) and how do these compare to potential competitors rates?
- Are there any insurance (including professional indemnity or public liability) implications including additional costs?
- What are the costs and implications of any necessary professional permissions or requirements for staff involved?
- What are the opportunities for staff development?

For social enterprises it is important that the following issues are also considered:

- The extent of reliance on any volunteers and the ability to sustain the interest of volunteers over the duration of the enterprise.
- Clarity of outcomes and how they will be measured and/or valued.
- Clarity around the priority of any “double bottom line” e.g. when will social or financial outcomes take precedence.

## **Required Returns**

At the start of any enterprise a clear minimum return should be agreed. For a commercial enterprise it is essential that this exceeds the cost of any funding and recompenses Freebridge for the level of risk it is accepting. For a social enterprise an element of any financial return can be replaced by clearly identified expected social outcomes. A social enterprise should not be precluded from making a financial return in addition to a social return. For long term social enterprises that are not forecast to break even a contribution from ongoing operating surpluses should be agreed for the necessary period to ensure the delivery over a sufficient duration.

Where a cost sharing arrangement (such as Coastshare) is being used to reduce VAT costs to the recipient it is essential that there is no profit element. It is therefore unlikely that such arrangements will be suitable for commercial enterprises. The returns of all agreed Social and Commercial enterprises shall be reviewed as part of the annual budget exercise. Any that have not delivered or are not forecast to deliver the previously agreed minimum will be highlighted to the Board for a more detailed review and options appraisal. Such a review could trigger the



exit strategy or result in a reassessment of the required returns in either the short and/or long term.

## **Exit Strategies**

Before the commencement of any enterprise a clear exit strategy must be agreed by the Board to cover the success or failure of the enterprise. If an enterprise is successful consideration should be given to whether it will be grown or sold, and the triggers for such options. If an enterprise fails then the exit plan should seek to minimise any risks and be clear on the triggers for exit. Triggers for exit should be agreed and reflected in all relevant legal agreements. Where the enterprise is dependent on fixed term funding or other contractual arrangements the exit strategy should include all potential outcomes at the end of the relevant term.

## **Skills and Experience**

Where the proposed enterprise is for a new service (diversification) it is important that a full skills assessment is carried out which identifies the relevant skills, knowledge and experience required of the Board, management and staff to review, deliver and manage the required elements. This should be compared with a realistic assessment of the current skills, knowledge and experience of these groups and any gaps identified. Plans should be put in place to address these gaps over a reasonable timeframe and until this has been achieved, there must be clearly identified means of validating plans and actions with external experts. The costs of all elements of these arrangements should be included in the initial business plan for the enterprise.

## **Partnership Arrangements (including partnering)**

Where it is beneficial for Freebridge to deliver an enterprise in partnership with another organisation then an appropriate level of due diligence will be carried out to ensure that the potential partner has a sufficient level of financial and other resources to deliver their responsibilities. This assessment should also ensure that they are a good “fit” with Freebridge and have the necessary skills, knowledge and experience to work effectively in partnership. This may need to be validated externally if Freebridge does not have these internally. References should be obtained, wherever possible, for potential partners.

All partnership arrangements should be covered by a legal agreement that is appropriate to the scale and risks of the enterprise. The legal agreements should clearly set out responsibilities and be integrated with agreed exit strategies. It is especially important that all parties are clear about the triggers for exit as well as the terms and process. As at such times relationships can be strained, when communications and reputational risk need to be carefully managed.

For larger and riskier projects consideration should also be given to the legal structure of the partnership to ensure that it is appropriate.

## **Financial and Risk Monitoring**

Routine financial reports will include clear and separate information in respect of each enterprise. Risk reporting will integrate risks from each enterprise and report them when they

reach the threshold. In the early stages of an enterprise, or if the required financial or social outcomes are not being achieved then more detailed or frequent reporting may be required.

## Damp and Mould Policy: 47

### Accountable Director: Chief Executive

**Policy Statement:** “Housing quality has a significant and material impact on health and wellbeing. Condensation and damp in homes can lead to mould growth and inhaling mould spores can cause allergic type reactions, the development or worsening of asthma, respiratory infections, coughs, wheezing and shortness of breath.” (Balogun, et al., 2023)

Freebridge Community Housing has a zero-tolerance approach to damp and mould. We take a proactive approach across all areas of our business to ensure issues of this nature are not seen as acceptable and we ensure that support is offered by us to our customers to ensure that any issues are resolved satisfactorily.

### Procedural Guidance:

#### Scope

This policy outlines the way in which Freebridge will process and resolve issues with damp, mould and condensation reported or identified within its customers’ homes and communal areas.

#### Education & Insight

1. We will ensure that we treat residents reporting damp and mould with respect and empathy and will recognise that having mould issues in a home can be distressing for our customers. We will ensure we are supportive in our approach, ensuring good communication throughout.
2. We will ensure that our staff receives training to properly diagnose and respond to reports of damp and mould, in addition to understanding the causes and remedies of the causes and to understand the effects that damp, and mould can have on the health of our customers.
3. Together with residents, we will review the information, materials and support provided to residents to ensure that these strike the right tone and are effective in helping residents to avoid damp and mould in their properties.
4. We will ensure accurate records are kept when reports of damp and mould are made. An assessment of risk will be made with details recorded and logged on our system utilising the “DM” job type or similar. This will enable us to better understand the archetype of properties and components that are likely to suffer from damp and mould and to identify where issues may arise in similar properties in addition to allowing for more effective tenancy support and aftercare.

## Timescale for Response

1. We will ensure that our responses to reports of damp and mould are timely and reflect the urgency of the issue. Inspections and responsive repairs to diagnose and alleviate damp (for example work to guttering and drains, replace tiles etc.) will be carried out as quickly and efficiently as possible in accordance with the Repairs Policy and our DM Assessment Framework.
2. In cases where our surveyors consider conditions within a home to be prejudicial to health or mean that the home is not habitable and extensive works are therefore required, we will consider the individual circumstances and wishes of the household, including any vulnerabilities, and whether it is appropriate to move resident(s) out of their home at an early stage.

## Process

1. Should it be required in cases where access to the property has proven difficult and there is legitimate concern for the health and wellbeing of a resident or residents, the appropriate No Access Policy is to be adhered to and legal action may be required as a last resort. This may also include circumstances in which the home is not considered to be habitable, but a customer has declined to move.
2. Where necessary, we will promote the benefits of our complaints process and the Ombudsman to our residents as an appropriate and effective route to any resolution required. We will continue to use the complaints procedure when any pre-action protocol has commenced and until legal proceedings have been issued to maximise the opportunities to resolve disputes outside of court and to help us “find our silence”.

## Data and Engagement

1. We are committed to engaging with third party specialists/partners and will utilise their services as appropriate to provide an effective resolution to damp and mould issues, fuel poverty concerns and aftercare solutions that will be of benefit to our customers.
2. We will embrace new technology solutions regarding the diagnosis and management of damp, mould, and condensation concerns.
3. We will use data obtained in relation to damp and mould to inform how the business can take more proactive measures to prevent future issues i.e., gutter clearance programmes,

energy efficiency upgrades and other improvement works as well as understanding our resident's silence.

4. We will ensure that surveys to establish the presence of any damp and mould are carried out by competent officers during any void period and when mutual exchanges are conducted.
5. Where properties are identified for future disposal or are within an area marked for regeneration, we will ensure that residents do not receive a poorer standard of service or lower living conditions and that steps are taken to avoid homes degrading to an unacceptable condition and that we regularly engage and communicate with these residents.

## **Roles and Responsibilities**

The Director of Homes and Community Maintenance is Responsible for the delivery and monitoring of the policy.

The Head of Homes and Community Maintenance is accountable for the delivery, monitoring and internal control of the policy.

The Homes and Community Maintenance delivery team supported by the Housing Services Teams are accountable for day-to-day service delivery.

The Project Managers supported by the Community Safety Manager are accountable for overseeing the day-to-day service delivery.

## **Performance Controls and Business Risk**

A performance summary will be presented during Homes and Community Maintenance SMT for review and performance is shared with customers through our Annual Report.

The department will also be subject to regular internal audits against this policy.

We will carry out a fundamental review of this policy every three years or sooner subject to legal, regulatory changes or if internal changes require it.

## **Essential information**

All Freebridge policies and procedures are developed in line with our approach to the following, data protection statement, equality diversity and inclusion (EDI) approach, complaints policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly.

## **Regulation & Legislation**

This policy links to

- Regulator of Social Housing Homes Standard
- The Landlord and Tenant Act 1985
- Homes (Fitness for Human Habitation) Act 2018
- The Charter for Social Housing Residents
- Social Housing White Paper
- Housing Ombudsman Report October 2021
- The Housing Health and Safety Rating System (England) Regulations 2005

## **Supporting documents**

This policy relates to the Damp, Mould and Condensation procedure, the Responsive Repairs Policy, the Homes and Community Maintenance Strategy, the Complaints Policy, the Compensation Policy, the Tenancy Policy, the Safeguarding Policy, and the Affordable Warmth Plan.

## Electrical Safety Policy: 48 (Amended 13/9/24)

Accountable Director: Chief Executive

**Policy Statement:** The key objective of this policy is to ensure our Board, Senior Leadership Team, employees, partners, and tenants are clear on our legal and regulatory electrical safety obligations. This policy provides the framework our staff and partners will operate within to meet these obligations.

Freebridge Community Housing (FCH) is responsible for the maintenance and repairs to its homes and other buildings, all of which will contain electrical installations and appliances. The Landlord and Tenant Act 1985 and the Housing Act 2004 place duties on landlords to ensure that these electrical installations are safe at the start of any tenancy and are maintained in a safe condition throughout the tenancy.

FCH aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements.

FCH is also responsible for maintaining electrical installations and equipment in communal blocks and other properties which it owns under the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 2016.

The tenancy agreements held by FCH tenants may also contain further binding obligations on FCH to ensure the safe supply of electricity in the properties. FCH adheres to the legislative requirements and those by which it is contractually bound.

This policy forms part of our wider organisational commitment to driving a health and safety culture amongst staff and contractors (as detailed within our Health and Safety Policy).

### Procedural Guidance:

#### Roles and Responsibilities

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments  
(Please note that the below is not intended to be exhaustive)**

- BS 7671:2018 Requirements for Electrical Installations
- The Electricity at Work Regulations 1989
- Electricity at Work Regulations, Guidance HSR25
- Equality Act 2010
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- IET *Guidance Note 3* on inspection & testing
- The Landlord & Tenant Act 1985
- Maintaining portable electrical equipment in low-risk environments – HSE Guidance
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- Provision & Use of Work Equipment Regulations (PUWER) 1998
- The Regulatory Reform (Fire Safety) Order 2005
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Work at Height Regulations 2005
- Workplace (Health, Safety & Welfare) Regulations 1992
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1



## FAT and PAT Testing Policy: 49

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including the fixed and portable electrical equipment. The PAT and FAT Testing (Management Plan) is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

We do not have a legal obligation to carry out Fixed or Portable appliance testing. However, as an employer Freebridge Community Housing is required, under the Health and Safety at Work Act 1974, to ensure that our electrical equipment is maintained in order to prevent danger, and that a programme of Fixed and Portable Appliance Testing based on risk forms an important part of an effective maintenance regime which ensures we meet our legal duties.

We will ensure that only suitably qualified and competent individuals and contractors are employed to manage the safety of Fixed and Portable Appliance Testing within its properties.

### Procedural Guidance:

#### Roles and Responsibilities

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments  
(Please note that the below is not intended to be exhaustive)**

- BS 7671:2018 Requirements for Electrical Installations
- The Electricity at Work Regulations 1989
- Electricity at Work Regulations, Guidance HSR25
- Equality Act 2010
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- IET *Guidance Note 3* on inspection & testing
- The Landlord & Tenant Act 1985
- Maintaining portable electrical equipment in low-risk environments – HSE Guidance
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- Provision & Use of Work Equipment Regulations (PUWER) 1998
- The Regulatory Reform (Fire Safety) Order 2005
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Work at Height Regulations 2005
- Workplace (Health, Safety & Welfare) Regulations 1992
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1

## Gas and Heating Safety Policy: 50

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including Gas and Heating Safety. The Gas and Heating Safety Management Plan is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

This policy covers all Freebridge owned domestic heating appliances, including:

- Gas
- Solid Fuel
- Liquefied Petroleum Gas (LPG)
- Oil
- Biomass (wood chips)
- Air Source Heat Pumps

We will ensure that only suitably qualified and competent individuals and contractors are employed to manage the gas and heating within our properties.

### Procedural Guidance:

#### Roles and Responsibilities

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

#### **Appendix 1: Related legislation and regulatory instruments (Please note that the below is not intended to be exhaustive)**

- ACOP L8 – *Legionnaires disease: The control of legionella bacteria in water systems*. HSE
- ACOP L143 – *Managing and Working with Asbestos* (HSE)
- ACOP L153 – *Managing Health & Safety in Construction* (HSE)
- ACOP L56 – *Safety in the Installation and Use of Gas Systems and Appliances* (HSE)
- BS 7671:2018 Requirements for Electrical Installations
- Building Regulations
- The Construction (Design and Management) Regulations 2015
- The Control of Asbestos Regulations 2012
- The Control of Substances Hazardous to Health Regulations 2002
- Defective Premises Act 1972
- The Electricity at Work Regulations 1989
- Electricity at Work Regulations, Guidance HSR25
- Equality Act 2010
- Fire Safety (Employees Capabilities) (England) Regulations 2010
- Gas Safety (Installation & Use) Regulations 1998
- HSG274 Legionnaire's Disease Technical Guidance
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- IET *Guidance Note 3* on inspection & testing
- The Landlord & Tenant Act 1985
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- Provision & Use of Work Equipment Regulations (PUWER) 1998
- The Regulatory Reform (Fire Safety) Order 2005
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- Work at Height Regulations 2005
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1

## Lifts Safety Policy: 51

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including the safety of Lifts, Stairlifts and Through Floor Lifts. The Lift, Stairlifts and Through Floor Lifts Safety (Management Plan) is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

We will ensure that only suitably qualified and competent individuals and contractors are employed to manage the safety of Lifts, Stairlifts and Through Floor Lifts (including bath hoists) within its properties.

#### **Procedural Guidance:**

##### **Roles and Responsibilities**

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments**  
**(Please note that the below is not intended to be exhaustive)**

- ACOP L143 – *Managing and Working with Asbestos* (HSE)
- ACOP L153 – *Managing Health & Safety in Construction* (HSE)
- BS 7671:2018 Requirements for Electrical Installations
- The Construction (Design and Management) Regulations 2015
- The Control of Asbestos Regulations 2012
- The Control of Substances Hazardous to Health Regulations 2002
- The Electricity at Work Regulations 1989
- Electricity at Work Regulations, Guidance HSR25
- Equality Act 2010
- Fire Safety (Employees Capabilities) (England) Regulations 2010
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- The Landlord & Tenant Act 1985
- Lifting Equipment Regulations 1998 Approved Code of Practice (L113)
- Lifting Operations & Lifting Equipment Regulations (LOLER) 1998
- Machinery Directive 2006/42/EC
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- Provision & Use of Work Equipment Regulations (PUWER) 1998
- The Regulatory Reform (Fire Safety) Order 2005
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Work at Height Regulations 2005
- Workplace (Health, Safety & Welfare) Regulations 1992
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1

## Play Areas and Play Equipment Safety Policy: 52

Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including Play Areas and Play Equipment. The Play Areas and Play Equipment (Management Plan) is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

We will ensure that only suitably qualified and competent individuals and contractors are employed to manage the Play Areas and Play Equipment within its buildings and outside spaces.

### Procedural Guidance:

#### Roles and Responsibilities

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments  
(Please note that the below is not intended to be exhaustive)**

- Health and Safety at Work Act 1974
- Definition of Disability under the Equality Act 2010
- RSH Consumer Standards - Homes: 1.1; 1.2; 2.2.1
- BS1176-7– Playground Equipment Standard
- BS14974 – Skate Park Safety Requirements and test methods
- BS EN 1177:2018 – Impact Attenuating Playground Surfacing
- BS EN 16899 – Sports and recreational equipment
- BS EN 15312 – Free Access to Multiple Sports Equipment
- BS 16630 – Permanently Installed Outdoor Fitness Equipment
- Occupiers Liability Act 1954



## Radon Policy: 53

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including Radon gas. The Radon Management Plan is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

Freebridge Community Housing has a legal obligation to risk assess and manage the risks associated with Radon gas in our properties, both as a landlord and as an employer.

We will ensure that only suitably qualified and competent individuals and contractors are employed to carry out Radon testing and remedial works within its properties.

#### **Procedural Guidance:**

##### **Roles and Responsibilities**

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments  
(Please note that the below is not intended to be exhaustive)**

- The Construction (Design and Management) Regulations 2015
- The Control of Substances Hazardous to Health Regulations 2002
- The Decent Homes Standard
- Equality Act 2010
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- The Landlord & Tenant Act 1985
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Workplace (Health, Safety & Welfare) Regulations 1992
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1

## The Management of Asbestos Policy: 54

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) is fully committed to protecting the safety of all its residents, employees, contractors and third parties in our buildings. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including the safety of Asbestos. The Management of Asbestos Procedure (Management Plan) is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

The Control of Asbestos Regulations 2012 (CAR), The Health & Safety at Work etc Act 1974, The Management of Health and Safety at Work Regulations 1999 and the Health and Safety at Work Act 1974 place a duty on Freebridge to take suitable precautions to prevent or control the risk of exposure to asbestos.

We will ensure that only suitably qualified and competent individuals and contractors are employed to manage the asbestos within its properties.

### Procedural Guidance:

#### Roles and Responsibilities

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Compliance Team.

Performance in the delivery of the service is assessed by the Head of Asset Management through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments  
(Please note that the below is not intended to be exhaustive)**

- The Health & Safety at Work etc Act 1974
- Control of Asbestos Regulations 2012
- Management of Health & Safety at Work Regulations 1999
- Reporting of Injuries Diseases & Dangerous Occurrence Regulations 2013
- Construction, Design & Management Regulations 2015
- HSG247 Asbestos: The Licensed Contractors' Guide
- HSG248 Asbestos: The Analysts' Guide
- HSG210 Asbestos Essentials: A Task Manual for Building, Maintenance and Allied Trades of Non-Licensed Asbestos Work
- L143 (Second Edition) Asbestos Approved Code of Practice and Guidance
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- The Construction (Design and Management) Regulations 2015
- Equality Act 2010
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- The Landlord & Tenant Act 1985
- Housing Health and Safety Rating System (HHSRS) 2006
- Homes (fitness for Human Habitation) Act 2018
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- Provision & Use of Work Equipment Regulations (PUWER) 1998
- The Regulatory Reform (Fire Safety) Order 2005
- Work at Height Regulations 2005
- Workplace (Health, Safety & Welfare) Regulations 1992
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1

## The Management of Water Safety Policy: 55

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge Community Housing (FCH) aims to demonstrate adherence to a safety-first culture, maintaining high standards of health and safety for residents who live in our homes or use our buildings, as well as employees and contractors who work for us. We strive constantly to achieve 100% compliance with all regulatory and statutory requirements. We will take all reasonably practicable steps to minimise risk and ensure compliance with the law.

Detailed procedures (Management Plans) are in place for each health and safety compliance function, including the safety of Water Hygiene. The Management of Water Safety Procedure (Management Plan) is available separately to this policy.

We commit to continuously review changes in legislation and will ensure we continue to provide a full and appropriate response. This policy will be amended accordingly as changes occur.

The Control of Substances Hazardous to Health Regulations 2002 (COSHH), the Management of Health and Safety at Work Regulations 1999 and the Health and Safety at Work Act 1974 place a duty, to FCH to take suitable precautions to prevent or control the risk of exposure to legionella.

We will ensure that only suitably qualified and competent individuals and contractors are employed to the Water Hygiene within its properties.

### **Procedural Guidance:**

#### **Roles and Responsibilities**

Overall responsibility for Customer Safety lies with the Chief Executive and Leadership Team.

Authority to amend can only be undertaken by the Policy owner with the relevant Delegated approvals.

For information on interpretations and instructions staff should contact the Subject Matter expert or Policy owner and consult the management plan. Under no circumstances should any deviation be permitted without prior approval as above.

**Performance Controls and Business Risk:** Compliance with this policy is monitored by the Subject Matter Expert and Policy Owner who will report as appropriate back to Leadership Team.

Performance in the delivery of the service is assessed by the Head of Home and Community Maintenance through a monthly review of Key Performance Indicators (KPIs). These KPIs are provided to Leadership Team to ensure strong governance and oversight.

This Policy will be made available to all internal stakeholders of Freebridge Community Housing.

A fundamental review of this policy will be carried out every three years, or sooner subject to legal and regulatory changes, or if internal changes require it.

**Appendix 1: Related legislation and regulatory instruments**  
**(Please note that the below is not intended to be exhaustive)**

- ACOP L8 – Legionnaires’ disease: The control of legionella bacteria in water systems, HSE
- ACoP L8 - ‘Legionnaires’ disease: The control of legionella bacteria in water systems
- HSG274 - Legionnaires’ disease: Technical guidance Part 1: The control of legionella bacteria in evaporating cooling systems (2013).
- HSG274 - Legionnaires’ disease: Technical guidance Part 2: The control of legionella bacteria in hot and cold-water systems (2014).
- HSG274 - Legionnaires’ disease: Technical guidance Part 3: The control of legionella bacteria in other risk systems (2013).
- INDG458 - Legionnaires’ disease: A guide for duty holders Leaflet (HSE Books 2012).
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- The Construction (Design and Management) Regulations 2015
- Equality Act 2010
- The Health and Safety at Work Act 1974
- The Housing Act 2004
- The Landlord & Tenant Act 1985
- Housing Health and Safety Rating System (HHSRS) 2006
- Homes (fitness for Human Habitation) Act 2018
- HSG274 guidance
- The Management of Health and Safety at Work Regulations 1999
- Managing for Health & Safety HSG65
- Provision & Use of Work Equipment Regulations (PUWER) 1998
- The Regulatory Reform (Fire Safety) Order 2005
- Work at Height Regulations 2005
- Workplace (Health, Safety & Welfare) Regulations 1992
- RSH Consumer Standards – Homes: 1.1; 1.2; 2.2.1

## Treasury Management Policy: 56

### Accountable Director: Resources and Deputy Chief Executive

#### Introduction

This Treasury Policy (“Policy”) sets out the treasury management policies of Freebridge Community Housing and its subsidiaries (the “Group”). The policies herein were adopted by the Group’s Board on 14 November & Deputy Chief Executive 2022 and are reviewed at least annually. In the production and on-going review of this Policy, the CIPFA guide to Treasury Management for Public Bodies (2021) has been consulted.

The Director of Resources & Deputy Chief Executive has overall responsibility for the delivery of this Policy. This responsibility may be temporarily delegated to other senior members of the Finance Team by the Chief Executive in the absence of the Director of Resources & Deputy Chief Executive.

#### 1. Group Structure

The Group consists of the following entities:

- Freebridge Community Housing (Parent and main asset owning entity) and its subsidiaries

This Policy applies to each member of the Group, both individually and on a consolidated basis, unless specified.

#### 2. Scope

This Policy is set by the Group’s Board for the benefit of its stakeholders and employees. It sets out the Group’s policy regarding the operation, management and control of its treasury activities (see section 4) and its treasury risks (see section 5) associated with those activities.

#### 3. General Statement of Policy

The Group shall ensure the provision of the financial resources necessary to achieve the organisation’s mission of “To be a top performing provider of housing as measured by our customers, colleagues and stakeholders”. All associated procedures and strategies shall be structured to balance exposure to risks and maximise value to the Group.

Actions that could jeopardise the security or value of assets or detract from the delivery of the Group mission shall be minimised or avoided. In all Treasury Management matters, the Group shall act in accordance with the Board’s stated risk appetite pertaining to treasury management and the investment policy.

The Group has adopted the National Housing Federation Code of Governance 2020 and shall comply with that code in respect of financial, treasury management and governance matters. It shall also comply with “The regulatory framework for social housing in England from April 2010”, as revised by the then Homes and Communities Agency, now Regulator of Social Housing (RSH) with effect from 1 April 2015 and last updated on 6 April 2017.

**Section 4** sets out the treasury activities that are the subject of this Policy.

**Section 5** identifies a non-exhaustive list of the key treasury risks that are a function of engaging in those activities.

## **4. Treasury Transactions and Activities**

### **4.1 Debt Finance**

The Group’s policy is to finance itself with debt (as well as grant funding and internally generated surpluses). For the purpose of this Policy, debt includes the borrowing of loans from banks and financial institutions, the issuance of debt in the capital markets (public or private) and finance lease arrangements.

Debt Finance gives rise to all categories of Treasury Risk and the Group will procure Debt Finance subject to the policies set out in this document. A set of specific permitted borrowing arrangements are set out at Appendix A.

### **4.2 Cash and Cash Investments**

The Group’s policy is to hold cash in its bank accounts and, from time to time, have cash investments placed on deposit in order to manage its day to day working capital and liquidity.

Subject to the Group’s Liquidity Policy (see section 0), cash & cash investments will be kept to a prudent (after taking into account prevailing economic conditions) minimum. They will have a term or availability of not more than twelve months, unless otherwise approved by the Board. A set of specific permitted deposit and investment arrangements are set out at Appendix A.

Cash and cash investments give rise to several treasury risks, especially counterparty credit risk and fraud & error risk, and the Group will manage its Cash & Cash Investments subject to the policies set out in this document.

### **4.3 Management of Interest Rates**

All Treasury activities create Interest Rate Risk, i.e. the risk relating to interest payable on borrowings, interest receivable on Cash and Cash Investments and cashflows relating to any derivatives contracts. In the case of borrowings, the interest rate may be floating, fixed or capped, at the option of the Group, while for Cash and Cash Investments the rate is generally



floating and/or have a short term to maturity. Derivatives contracts give rise to fixed and floating rate cashflows.

The Group's policy is to manage its Interest Rate Risk (i.e. the risk that movements in interest rates will have an adverse effect on the Group or its subsidiaries) on an aggregate basis, across all types of treasury activity, both on a consolidated basis and individually for each subsidiary company. A set of specific permitted hedging arrangements are set out at Appendix A.

#### 4.4 Foreign Exchange

The Group's policy is to not engage in activity that creates Foreign Exchange Risk nor will it enter in to foreign exchange transactions. Where it is required to do so transactions will be limited to [£100,000].

### **5 Treasury Risks**

The Group faces a number of risks when undertaking its treasury activities. A set of key risks are identified and defined in this section of the Policy, alongside the Group's policy parameters to ensure the risk is effectively managed. Whilst these are identified as the key treasury risks facing the Group, this is not designed to be an exhaustive list.

#### 5.1 Liquidity Risk

This relates to the risk of the Group becoming unable to meet its financial obligations when they fall due, including an allowance for reasonably unexpected scenarios.

The Group will hold sufficient liquidity to meet its committed and reasonable contingent liabilities, but seeking to ensure that the Group will only borrow in advance of need where there is a clear business case for doing so and within the parameters set out in the Liquidity Policy set out below. This treasury risk is closely related to security risk, which is covered separately at Section 5.5.

The Group's policy on **Liquidity Risk** is as follows:

1. The Group will maintain "**Liquid Funds**" equal to its forecast Net Cash Outflow for a rolling **one-month period**, subject at all times to a minimum cash balance of [£3m].

**Liquid Funds** is defined as:

- Immediately available cash, plus
- Secured undrawn committed borrowing facilities that are capable of being drawn down with not more than three days' notice.

2. The Group will maintain "**Short Term Funds**" equal to its forecast Net Cash Outflow for a rolling **six-month** period. Short Term Funds are defined as follows.

- Liquid Funds, plus
  - Cash Investments with a maximum maturity of up to one month
  - Secured undrawn committed borrowing facilities that are capable of being drawn down with not more than ten days' notice.
3. The Group will maintain “**Long Term Funds**” equal to its forecast Net Cash Outflow for a rolling **eighteen-month period**. Long Term Funds are defined as follows.
- Short Term Funds, plus
  - Cash Investments with a maximum maturity of between one and six months, plus
  - Undrawn committed borrowing facilities where sufficient unencumbered security has been identified and is capable of being charged such that an adequate portion of the facility may be drawn down with not more than six months' notice.

“**Net Cash Outflow**” for a given period is defined as the net total of all cash inflows and all cash outflows (but excluding 50% of forecast sales surpluses and excluding any uncommitted development spend)

In addition to the above minimum requirements, the Group will also ensure that the Group will seek to borrow from a diversified range of lenders and funding markets, giving due regard to the credit standing of its lending counterparties. The Group will also seek to ensure that its loan maturities are distributed over time in a manner that avoids any excessive concentration of refinancing risk in any one-year or five-year period.

## 5.2 Interest Rate Risk

This relates to the risk that changes in the interest rates payable and/or receivable under the Group's treasury transactions and activities have a material adverse effect on the Group's finances.

The key report for monitoring its interest rate risk is the interest rate risk profile in the Quarterly Treasury Report.

The Group's policy on Interest Rate Risk is as follows:

### **1. Fixed rate proportion limits**

- a. The Group will ensure that the aggregate sum of its treasury transactions (principally **borrowings**) **subject to fixed (or capped)** interest rates is sufficient to minimise the risk of a breach of any financial covenant due to an adverse change in prevailing-market interest rates, over a rolling five-year horizon.
- b. The precise proportion of fixed (rate is fixed for 12 months or more) rate borrowings will be set each year when the Board approves the Annual Treasury Strategy. It will be subject always to the parameters set out in the table below:

Type of Exposure	Minimum	Maximum
Fixed rate	70%	100%
Floating rate	0%	30%

Fixed rate exposure is defined as fixed interest rate agreements with greater than 12 months to expiry of the fixed rate period.

Floating rate exposure is defined as:

- a) LIBOR or SONIA linked
- b) Fixed interest rate agreements with 12 months or less to expiry
- c) Loans linked to a lender's funding cost
- d) Capped, collared or cancellable rate exposure where interest rate variability arises under stress scenarios (for the avoidance of doubt, cancellable swaps with cancellation dates which occur more often than every 12 months shall be treated as floating rate exposure)

Note that The Group is therefore not currently permitted to enter into hedging transactions outside of its loan agreements. If standalones were considered for use then this would need to be approved by the Board at the time.

### 5.3 Foreign Exchange Risk

The Group's policy is to not incur any material exposure to foreign exchange risk. It will not, therefore, contract with suppliers in any currency other than Sterling for goods or services in amounts exceeding the then equivalent of £100,000. Nor will it enter in to any financial arrangement (i.e. debt, cash deposits, investments, foreign exchange transactions and derivatives contracts) not denominated in Sterling only.

### 5.4 Counterparty Credit Risk

This refers to the risk of payment default by the counterparty in a Group treasury transaction. Cash and Cash Investments are of primary importance but Counterparty Credit Risk also arises in respect of undrawn borrowing facilities and mark-to-market assets. The Group's key report for management of its Counterparty Credit Risk is the summary of counterparty exposures against limits schedule in the Quarterly Treasury Report.

The Group's policy on Counterparty Credit Risk is:

#### **1. Minimum Credit Rating Criteria**

- a. The Group will ensure that counterparties to its Cash and Cash Investments have a short-term senior unsecured rating attributed by at least one of Standard & Poor's, Moody's or Fitch. Any such rating will be equal or above the

corresponding counterparty limit set out in the table below. The counterparty must also be a UK incorporated institution falling under the supervisory regime of the Financial Conduct Authority.

- b. The Group will also ensure that its committed undrawn borrowing facilities are provided by counterparties that have a long-term senior unsecured credit rating attributed by at least one of Standard & Poor's, Moody's or Fitch. Again, such rating will be equal or above the corresponding counterparty limit set out in the table below.

Type	Rating (Min) ** Moody's/Fitch/S&P	Investment Limit * £m	Maturity Limit
Short-term deposit	P1/F1/A1	£10m	12 months
Short-term deposit	P2/F2/A2	£5m	3 months
Money market funds ("MMF")	Aaa	£10m	Overnight
UK Gov. Securities	N/a	£10m	2 years

\* In certain circumstances, for operational reasons, the Group may place up to 100% of its surplus cash on deposit (which exceeds the Investment Limit) with its main clearing bank for a period of up to 14 business days, or a longer period with Board approval. Such circumstances include but are not limited to:-

- the receipt of proceeds from the issuance of debt and/or
- the receipt of proceeds from the sale of an asset.

\*\* Where a counterparty has more than one credit rating, it is required to achieve a minimum of two of the ratings.

**Money Market Funds** ('MMF') need to meet the following minimum criteria (in addition to the criteria above):

- a) Minimum total size of individual MMF: £2bn
- b) Constant Net Asset Value (following implementation of the EU's Money Market Funds Regulation which applies to all existing funds post January 2019)
- c) ESMA Regulated

## 5.5 Security Risk

The Group's security availability is linked to its liquidity policy parameters set out in Section 5.1. With these liquidity parameters in mind, the Group will at all times ensure that its property security portfolio is efficiently managed with a view to minimising liquidity risks and maximising future borrowing capacity.

In addition to the quarterly reporting on liquidity, the Group will assess its security position every 12 months as part of the Treasury Strategy.

The Group will maintain a document which summarises key information relating to its security portfolio including, inter alia, (for each lender) current charged security values, asset cover performance versus covenants, and dates for next valuations.

In line with the requirements of the regulatory standard, the Group will maintain a thorough, accurate and up to date record of all assets which are provided as security. This will be integrated with the approach to meeting the regulatory requirement for record-keeping in relation to assets and liabilities

Where appropriate, security will be charged via a security trust arrangement where it can be allocated between lenders in the most efficient way.

#### 5.6 Legal / Compliance Risk

The Group will ensure that all of its treasury management activities comply with its statutory powers and regulatory requirements. It will also undertake reasonable due diligence in respect of the powers, authority or license of any counterparty to its Treasury Transactions. In the case of all borrowing and derivatives transactions, the Group will engage suitably qualified solicitors. The Group will also maintain a policy on money laundering.

#### 5.7 Financial Covenant Risk

It is the policy of the Group to meet all of its obligations under its various financing arrangements. In addition, the Group's policy is to ensure that its forecast performance against its financial covenants contains a suitable amount of headroom, as agreed by the Board.

Forecast compliance with financial covenants will be reported to the Board as part of the Quarterly Treasury Report.

#### 5.8 Other Financial Covenants and Undertakings

The Group's policy is to ensure that all covenants, undertakings and obligations in respect of its Treasury Transactions are met, including but not limited to its on-lending restrictions.

The Group's key report for the management of its Legal & Compliance Risk is the schedule of compliance in the Quarterly Treasury Report, which will summarise compliance matters that have been met in the previous quarter, the compliance matters due in the coming quarter and any outstanding items.

## 5.9 Risk of Fraud and/or Error

This relates to the risk of financial loss by the Group due to fraudulent or erroneous action by an employee. The Group's policy is to ensure that a range of Treasury Management Principles (set out in section 6 below) are adopted and followed. The Group's key report for the management of fraud and error risk is its Quarterly Treasury Report.

## **6 Treasury Management Principles**

### **6.1 Segregation of duties**

The Group will ensure that duties in respect of its Treasury Transactions are suitably segregated.

- a) No officer may both execute a Treasury Transaction and approve the payment relating to that transaction.
- b) No officer may both execute a Treasury Transaction and record it in the accounts of the relevant company.
- c) The Group will ensure that confirmation letters are exchanged between a Group company and its counterparty in respect of all Treasury Transactions.
- d) All confirmation letters received from a counterparty shall be checked by an officer other than the officer who initiated such transaction. All confirmation letters issued by a Group company to a counterparty shall be issued by an officer other than the officer who initiated such transaction.

### **6.2 Delegation of Authority**

The Group will ensure that the Board delegates authority to its officers to execute Treasury Transactions in a clear and unambiguous manner.

### **6.3 Procedures & Systems**

The Group will ensure that suitable procedures and systems are in place to manage its treasury activities and compliance with this Policy. Proper records will be kept of the approval of all Treasury Transactions and full transaction documentation (i.e. loan agreements, derivatives contracts, confirmations in respect of deposits placed and all bank statements) will be retained.

#### **6.4 Advice, Qualifications & Training**

The Group will ensure that its officers are suitably qualified and/or experienced in respect of the treasury-related responsibilities assigned to them. Sufficient training will be obtained as necessary and access to appropriate external advisors will be provided if required. Expert external advice will be obtained where necessary.

#### **6.5 Regular Reporting**

The Group will ensure that the Board receives regular reports on treasury matters. This will include, but not limited to, a Quarterly Treasury Report and an Annual Treasury Report. Breaches of policy will be reported by exception as soon as they are identified.

Members of the Board should receive sufficient training to ensure they understand this Policy, the Annual Treasury Strategy and the Quarterly Treasury Reports.

#### **6.6 Regular Audit**

The Group will ensure that its treasury operations are subject to independent assessment by a suitably qualified firm at least once every three years and that its treasury operations are within the scope of the annual external audit.

#### **6.7 Maintenance of Insurance**

The Group will ensure that its treasury operations are suitably insured against fraud and error.

#### **6.8 Bribery & Corruption (legislation)**

The Group will ensure that a suitable bribery & corruption policy is in place that meets the requirement of current legislation.

#### **6.9 Accounting & Tax**

The Group will ensure that the accounting and tax implications are fully understood before any Treasury Transaction is entered in to.

### **7 Key Reports**

Under the guidance of the Director of Resources, the Group’s treasury team will prepare the following reports:

FREQUENCY	REPORT
Annual	Annual Treasury Strategy Annual Review of Treasury Policy
Quarterly	Quarterly Treasury Report
Weekly	24 month cash flow forecast
Ad hoc	Treasury Policy Exception Report Transaction Execution Report

The Director of Resources & Deputy Chief Executive will ensure that any treasury reporting and management information contains sufficient analysis and detail so as to enable the Board and Treasury Task and Finish Group (or successor body) to gain a clear and complete understanding of the current treasury position, recommended strategies, and proposed transactions.

### **7.1 Annual Treasury Strategy**

The Treasury Task and Finish Group (or successor body) will receive for consideration and, where appropriate, recommend to the Group Board for approval, an Annual Treasury Strategy at around the beginning of each financial year as part of the annual financial planning process. The following items will be covered by the Annual Treasury Strategy:

#### **Treasury Position Analysis**

- A review of treasury management activities over the past year against the prior Annual Treasury Strategy, highlighting and explaining any significant departures from approved strategies
- Analysis of economic and financial market conditions (including the current term structure of interest rates and key forward looking market information)
- A complete analysis of current borrowing, investment and hedging positions, including a projected profile of borrowing maturities and fixed, floating, and inflation linked exposure
- A 30 year cash flow forecast based on latest approved business plan and clear identification of funding requirements, if any, over the next 5 years
- Assessment and confirmation of the Group’s continued ability to meet all its financial covenants, including analysis of current and projected performance against covenants

#### **Treasury Policy, Strategy, and Transaction Recommendations**



- Review of Treasury Policy and, where appropriate, recommendations to amend to limits and risk controls
- Statement of expected amounts to be borrowed during next 12 months (if any)
- Proposed borrowing strategy and analysis of options
- Statement of expected cash surpluses over next 12 months (if any) and proposed
- Strategy for allocating cash surpluses
- Proposed interest rate management strategy and identification of specific hedging transactions

## **7.2 Quarterly Treasury Report**

The Treasury Task and Finish Group (or successor body) will receive for consideration, at least quarterly, a Quarterly Treasury Report which should contain, inter alia, the following items:

### **General Items**

- An analysis of key treasury activities undertaken since the previous report
- An update on financial market conditions
- Statement of compliance with treasury policy limits and explanation for exceptions/breaches during quarter
- Update on progress against (or deviations from) Annual Treasury Strategy targets

### **Borrowing Related Items**

- Analysis of borrowing arrangements (amounts outstanding and key terms)
- Analysis of drawdowns and repayments during the preceding quarter
- Analysis of scheduled borrowing maturities over the next 36 months
- Statements of compliance with borrowing covenants (including forecasted compliance)

### **Cash/Investment Related Items**

- Analysis of Cash and Liquidity position – evidencing compliance with Liquidity Policy
- Latest 24 month cash flow forecast

### **Hedging related Items**

- Analysis of fixed, floating and inflation linked debt
- Analysis of risk management transactions entered into during the preceding quarter
- Latest quarter end MTM values of all hedging positions (and changes during quarter)

### **Security Related Items**

- Analysis of security charged to lenders (units, value, headroom vs asset cover covenants)
- Analysis unencumbered security and expected completions – linked to Liquidity Policy

## **7.3 Cash-flow monitoring**

Forecast	Cash flows	Frequency
Short term	13 week cash flow schedule showing weekly Net Cash Outflow	Weekly
Short term	24 month cash flow schedule showing monthly Net Cash Outflow	Weekly
Medium term	5 year cash flow schedule showing monthly Net Cash Outflow	Annually
Long term	30 year cash flow schedule based on latest approved business plan showing annual Net Cash Outflow to be included in Treasury Strategy	Annually

## 8 Breaches of Policy

Any breach of Policy should be reported to the Board, whether remedied or not, together with a suitable explanation and any remedial action taken and/or proposed.

## Appendix A

### Schedule of Permitted Treasury Transactions

The following investments are Approved Investments\*:

- (i) Fixed term deposit
- (ii) Call deposit
- (iii) Collateral deposit
- (iv) Money market fund investment
- (v) UK Government securities (treasury bills and gilts)

### Approved Instruments: Borrowing Arrangements

The following borrowing arrangements (on a secured or unsecured basis) are Approved Instruments\*:

- (i) Bank term loan
- (ii) Bank revolving credit facility
- (iii) Bank overdraft facility
- (iv) Listed public bond

- (v) Private placement
- (vi) Established group borrowing arrangements (e.g. THFC)
- (vii) Inter-company loans
- (viii) Local authority loan

### **Approved Instruments: Hedging Arrangements**

The Group may only undertake hedging transactions which are embedded into bank loan agreements. The following hedging arrangements (in embedded format) are Approved Instruments\*:

- (i) Fixed rate agreement
- (ii) Interest rate cap
- (iii) Interest rate collar
- (iv) Inflation-linked rate agreement

The Group will not enter into standalone derivative transactions unless prior approval is provided by the Board.

\* Only permitted to transact with counterparties that meet the Counterparty Credit Risk policy limits

## Scheme of Delegated Authority

Party	Delegated Authority / Responsibility
<b>Board</b>	<ul style="list-style-type: none"> <li>• Set treasury objectives and risk appetite</li> <li>• Approval of Treasury Management Policies</li> <li>• Approval of the Annual Treasury Strategy</li> <li>• Approve final terms of new borrowing arrangements or interest rate management transactions</li> <li>• Approval of the treasury budget</li> <li>• Approval of the annual financial business plan, including stress-testing</li> <li>• Review Treasury Policy Exception Reports and agree corrective activity</li> </ul>
<b>Treasury Task and Finish Group (or successor body)</b>	<ul style="list-style-type: none"> <li>• Periodically (and at minimum annually) review the Treasury Management Policy and recommend any amendments to Board for approval</li> <li>• Recommend an Annual Treasury Strategy to Board for approval</li> <li>• Receive treasury reports (at each meeting) in order to monitor the implementation of treasury policy and the effectiveness treasury activities</li> </ul>
<b>Director of Resources &amp; Deputy Chief Executive</b>	<ul style="list-style-type: none"> <li>• Implementation of Annual Treasury Strategy</li> <li>• Negotiation of the detailed terms of borrowing, investment and hedging transactions</li> <li>• Execution of treasury transactions approved by the Board</li> <li>• Authority to manage liquidity within approved treasury policy limits, including investment of surplus funds with appropriate counterparties, drawdown from pre-agreed committed borrowing facilities, loan rollovers, drawdown and repayments from RCFs, and utilisation of overdraft facilities</li> <li>• Prepare and submit treasury related budgets (and forecast revisions) to Board for approval</li> <li>• Prepare and submit treasury reports to the Treasury Task and Finish Group (or successor body) and Board</li> <li>• Monitor and review treasury management information</li> <li>• Continuously review the effectiveness of treasury processes and systems with a view to achieving best value for money</li> <li>• Monitor the security portfolio and ensure adequate security is charged against all borrowing agreements</li> <li>• Ensure that suitable training is provided for staff involved in treasury activities</li> </ul>

<b>Treasury Officers</b>	<ul style="list-style-type: none"><li>• Investment of cash surpluses subject to dealing mandates and policy limits</li><li>• Execution of loan transactions and administration of borrowing facilities</li></ul>
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## Value for Money Policy: 57

### Accountable Director: Resources and Deputy Chief Executive

**Policy Statement:** We define Value for Money as the optimum combination of cost, quality and sustainability to deliver our services for our existing and future customers.

In this context:

Cost means consideration of the whole life cost

Quality means meeting a specification which is fit for purpose and sufficient to meet the customer's requirements and our operating standards

Sustainability means economic and social impacts considered in the short and medium/long term.

Freebridge is committed to being an effective business, living within its means and capable of delivering its mission, corporate objectives and required outcomes.

Freebridge shall provide a strategic, comprehensive and robust approach to managing all of its resources in a manner that is consistent with all aspects of the Association's work.

This shall include both performance management and scrutiny arrangements in order to enable management to provide appropriate business assurance to those with responsibility for governance, as well as ensuring compliance with all relevant regulatory standards. Board reporting will be timely, relevant, accurate and on a minimum of a quarterly reporting cycle.

Freebridge shall ensure that all staff recognise their continuing responsibilities to secure Value for Money as part of all their activities, so that Freebridge may target its resources for the greatest effect in delivering the Corporate Strategy, **Building Better Futures 2021-2026**. *This is in line with the Value for Money aim set out in the Corporate Strategy: "To deliver excellent homes and services whilst retaining financial strength and resilience to fulfil our wider mission".* Freebridge recognises the requirement for Public Grant and/or Freebridge Internal Subsidy to support the business case for social housing. Freebridge aspires to generate profit and surplus cash from operations, including capitalised maintenance, to a minimum of its internal subsidy level. Freebridge aspires to limit additional borrowing to the amount required to fund its social housing programme to the level of a nil NPV over a forty-year cycle.

Freebridge fully adopts the Value for Money Standard 2018.

### Procedural Guidance:

#### Organisational Culture and Governance

##### We shall:

- Actively promote understanding of VfM within our business and how it is key to our decision-making - what we do and want to do.
- Ensure that Freebridge is governed to high standards and satisfies all government, legislative and regulatory requirements. This is undertaken as part of Freebridge's business assurance arrangements, including Internal Audit services and management's Service Assurance Statements (SAS).
- Integrate VfM into our performance management systems and related capacity generated by VfM is used to deliver the approved Business Plan activities.

## **Cost and Business Drivers**

### **We shall:**

- Continue to review the impact of welfare reform and understand that protecting revenue and identifying new sources of income in the form of grants are equally as important to the business as cost savings.
- Identify our key activities and understand the associated costs to make better use of our data, the information that it produces so as to recognise key trends and linkages.

## **Procurement**

### **We shall:**

- Seek to deliver the most economically advantageous outcomes in terms of physical, social and environmental benefits.
- Ensure that we secure the correct goods and services for the correct price from the correct supplier so that we may also be a responsible investor in our local community.
- Identify, assess and undertake modern methods of procurement.
- Conduct regular reviews of financial regulations and standing orders.
- Ensure suppliers and subcontractors represent our values; and
- Monitor and regularly review contracts and subcontractor performance.

## **Benchmarking**

### **We shall:**

- Monitor costs and performance to identify good performance, good practices and areas for improvement.
- Set individual, budget and longer term financial plan targets in order to secure continuous improvements in our services.

## **Training and Development**

### **We shall continue to:**

- Offer training to employees with particular focus on financial, procurement, project management and risk management matters to ensure there are no significant gaps of knowledge across the business.
- Embed this with our in-house coaching and mentoring arrangements across all staff groups and teams.

## **Asset Management**

### **We shall:**

- Continue to take a proactive approach to asset management with clearly defined outcomes to achieve.

- Conduct an on-going review of our property portfolio to assess properties that contribute favourable economic and social impacts, as well as those that do not, with a view to releasing identified properties for sale, re-development or improvement, as appropriate.
- Operate a robust treasury management system that adheres to all relevant financial regulation, government legislation and the current Regulator of Social Housing Regulatory Framework.

## **Human Resources**

### **We shall:**

- Ensure that arrangements for staff are flexible, empowering, and promote continuous improvement to deliver:
  - High levels of satisfaction.
  - Management support, development, as well as advice and guidance.
  - Capacity building to promote and deliver a solution-focused attitude; and
  - High levels of customer service within a culture of continuous improvement.

## **Reporting**

### **We shall:**

- Not measure success on cost alone, but by achieving outcomes based on clear outputs, so as to enable us to evaluate the impact of our actions in an objective and clearly demonstrable manner to our tenants and other stakeholders.

## **Responsibility**

- **LeadershipTeam:**
  - Have responsibility for developing the organisational culture and structures in which VfM can operate.
- **Managers:**
  - Are individually and corporately responsible for the implementation of VfM in their areas.
- **All staff:**
  - Are encouraged to promote efficiencies and have a responsibility to ensure that VfM is delivered with reference to budgets, monitoring arrangements and the Association's financial regulations.

## **Sustainability**



**We shall:**

- Seek to meet the needs of our customers and stakeholders; whilst conscientiously sourcing materials and minimising waste.

## Employee & Human Resource Policy: 58

### Accountable Director: Chief Executive

**Policy Statement:** Freebridge is committed to promoting a fair and consistent approach to managing and developing its people to be “the best that they can be”. Freebridge shall provide all staff and their managers with guidance and practical advice on a wide range of employee matters, as well as opportunities and support to enable them to fully participate and contribute to Freebridge’s culture built upon our strong values and commitment to continuous improvement.

We shall ensure that our workforce policies and practices support the success of the organisation, reflect Freebridge’s values of Working Together, Empowerment, Integrity, Customer Focus and Enthusiasm, and reflect our commitments to Equality, Diversity and Inclusion, as set out in the Belonging Policy.

### Procedural Guidance:

#### We shall:

- Ensure that arrangements for staff are flexible, empowering, and promote continuous improvement to deliver:
  - High levels of satisfaction;
  - Management support, development, as well as advice and guidance;
  - Capacity building to promote and deliver a solution-focused attitude; and
  - High levels of customer service within a culture of continuous improvement.
- Provide relevant guidance and direction in respect of employee and Human Resource matters by means of an Employee and Manager’s Handbook.

*(Subject to review, please refer to the Human Resources Business Partner).*

## **Data Protection Policy: 59 (Amended 29/1/24, 13/9/24)** **Accountable Director: Chief Finance and Technology Officer (CFTO)**

**Policy Statement:** Freebridge is committed to complying with all data protection legislation for those individuals that Freebridge collects and processes personal data, so that it may provide its services and support its aims and objectives. Freebridge will comply fully with the UK General Data Protection Regulation and the Data Protection Act 2018.

Freebridge will ensure that the information it holds on its customers, applicants for housing, employees, current and former, are not misused. All personal data held by Freebridge shall be held for a purpose, shall be accurate and, where necessary, kept up to date. All such data shall not be held longer than it is necessary.

Freebridge shall ensure its compliance with the six data protection requirements and be able to demonstrate that all:

1. Processing be lawful, fair and transparent.
2. Purposes of processing be specified, explicit and legitimate.
3. Personal data be adequate, relevant and not excessive.
4. Personal data be accurate and kept up to date.
5. Personal data be kept for no longer than is necessary.
6. Personal data be processed in a secure manner.

### **Procedural Guidance:**

#### **Background and Scope**

This Data Protection Policy sets out how personal data held by Freebridge is accessed, used and maintained. Freebridge Community Housing, as a Data Controller under the law, is registered with the Supervisory Authority, Information Commissioner's Office (ICO), registration Z9425662.

#### **Definitions**

There are six main definitions contained in this policy, which are detailed below:

- **Personal data** - means any information that relates to an identified or identifiable living subject i.e. staff member, member of the public, customer, etc. It will generally include an individual's name, address, phone number, date of birth, place of work, dietary preferences, opinions, opinions about them, whether they are members of a trade union, their political beliefs, ethnicity, religion, or sexuality. It can also include an individual's email address or job title if that sufficiently picks them out so that they can be identified (in isolation or with other information that may be held). The above is not exhaustive and any information that relates to an individual can be personal data.

Information about legal entities such as companies is not personal data, and falls outside the scope of the legislation. Also anonymised or aggregated data is not personal data (unless you also hold the keys to de-anonymise or de-aggregate it.)

- **Sensitive personal data** – means information about racial or ethnic origin, political opinions, religious beliefs, membership of a trades union, physical or mental health or

condition, sexual life, offences or alleged offences or proceedings for any offence committed or alleged to have been committed.

- **Processing** – relates to any activity performed on the personal data. It therefore includes any use, disclosure, storage or collection of personal data, which is held electronically and/or manually.
- **Data Controller** – is the name for an organisation which is ultimately responsible for the processing and the person who controls and benefits from the processing activity.
- **Data Processor** – is any service provider who, in order to deliver services to the Data Controller, processes personal data on behalf of that Controller.
- **Data Subject** – is the individual about whom the personal data relates. Thus individuals who are customers, contacts or clients of a Data Controller are also Data Subjects.

## Data Protection Principles

### We shall:

Ensure that Freebridge follows the principles for the processing of all personal data and be able to demonstrate its compliance with the following six data protection requirements in order that all:

1. Processing be lawful, fair and transparent.
2. Purposes of processing be specified, explicit and legitimate.
3. Personal data be adequate, relevant and not excessive.
4. Personal data be accurate and kept up to date.
5. Personal data be kept for no longer than is necessary; and
6. Personal data be processed in a secure manner.

We shall also seek appropriate technical and organisation measures taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

We shall not transfer personal data to any country outside the UK unless that country or territory ensures, in relation to processing of personal data, an adequate level of protection for rights and freedoms of data subjects acceptable to the UK in relation to the processing of personal data.

### Responsibilities:

- Freebridge's CFTO shall be the strategic lead for information governance and compliance with data protection legislation and is the primary point of contact for the Data Protection Officer (DPO) for liaison with the Board.
- The DPO is a statutory role.
- The CFTO is accountable for there being a suitably qualified named DPO at all times; this could be an employee or external service provider, who shall:
  - Work closely with the CFTO and his/her team to foster a positive data protection culture within Freebridge;

- Report directly to the Board or a Committee appointed by the Board formally on an annual basis; and
- Lead on all aspects of compliance with data protection legislation within Freebridge.
- Freebridge senior managers responsible for a discrete business area are *Information Asset Owners*. Their role is to understand what personal data (Information Assets) are used in their business area and how it is used, who has access to it and why. They have primary operational responsibility for compliance with data protection legislation and good practice in respect of those assigned information assets.
- Information Asset Owners may delegate day-to-day responsibility for compliance within their management hierarchies, subject to ensuring that all staff are appropriately trained.
- All employees are responsible for:
  - Checking that any information that they provide to Freebridge in connection with their employment is accurate and up to date.
  - Informing Freebridge of any changes to information, which they have provided, e.g. changes of address, etc.
  - Checking the information that Freebridge will send out from time to time, giving details of information kept and processed about employees.
  - Informing Freebridge of any errors or changes to their personal data.
  - Adhering to data protection guidance set out by the DPO.

### **Information Asset Register (Data Map)**

#### **We shall:**

Maintain identified information assets (personal data) in an Information Asset Register (also known as a Data Map). Each processing activity of Freebridge shall be recorded in the Register and detail the lawful basis for that processing.

### **Privacy Notices and Arrangements:**

#### **We shall ensure:**

- That no personal data is collected from a data subject without the information required being communicated to the data subject at the time the information is collected; and/or
- That any information required is communicated to them in a timely manner and within one month at the latest.
- Information communicated to data subjects is concise, easily accessible and easy to understand, and that clear and plain language is used.
- Where personal data is collected direct from data subjects, we shall ensure that privacy notices are transparent and clearly detail the purposes the information they provide is to be used.

### **Data Security**

- All employees are responsible for ensuring that:
  - Any personal data which they hold, is kept securely.

- Personal information is not disclosed either orally or in writing, accidentally or otherwise, to any unauthorised third party; and
- Any suspected breaches of security are notified to an Information Asset Owner or DPO as appropriate.

Employees must note that unauthorised disclosure will usually be a disciplinary matter, and may be considered gross misconduct in some cases.

- Personal information must be:
  - kept in a locked filing cabinet; or
  - in a locked drawer; or
  - if it is computerised, be password protected;
  - kept only on a portable storage device that is itself kept securely;
  - Any data on a portable storage device has to be encrypted in compliance with the [Information Communication Technology Policy](#)

### **Data Subject Requests**

- Freebridge recognises the legal rights of the data subjects whose personal data it is processing or intends to process and ensures that appropriate information is provided to them advising them of their rights.
- Freebridge will respond to requests from data subjects in accordance with data protection legislation.

### **What Happens If a Data Protection Breach Occurs?**

#### **Definition:**

A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with the provision of a public electronic communications service.

### **General Responsibilities**

#### **We shall:**

- Take appropriate measures against unauthorised or unlawful processing (including sharing) and against accidental loss, destruction of or damage to personal data.
- Deal with data breaches as required by data protection legislation.
- Maintain a register of all data breaches.

### **Procedure for Reporting a Data Protection Breach**

In the event that someone becomes aware that there has been a potential Data Protection breach, it is essential that they report this on THE SAME DAY. This must be done via email on [dataprotectionofficer@freebridge.org.uk](mailto:dataprotectionofficer@freebridge.org.uk).

A brief outline of the breach should be sent in the first instance which should include as a minimum:

When the breach occurred or (the best estimate of when)  
The type of information contained in the breach (i.e. home address)  
Whether the breach is internal or external  
Who the breached data has gone to  
Contact details for the next 72 hours for the reportee or a suitably informed delegate

The reason for the urgency is that there is a very short timeframe in which Freebridge is required to inform the ICO.

The DPO will work with the individual to identify:

- The severity of the breach
- The cause of the breach
- The impact of the breach
- The affected subjects of the breach
- How to limit the effects of the breach
- How to prevent a recurrence.

Where a breach is reportable:

It will be the responsibility of the Data Protection Office to ensure the ICO is informed within the required timescales – currently 72 hours for reportable breaches. The Deputy Company Secretary will undertake this in the absence of the DPO.

The circumstances of the reportable breach will be reported as soon as possible to the Chair of the Audit and Risk Committee.

## **Data Protection and Risk Management by Design**

### **Information Security**

Freebridge considers that all data and information is an asset which, like other important business interests, has value to the Association and therefore needs to be suitably protected in respect of its:

- **Confidentiality:** Protecting data and information from unauthorised access and disclosure.
- **Integrity:** Safeguarding the authenticity, accuracy and completeness of information and processing methods; and
- **Availability:** Ensuring that information and associated services are available to authorised users when required.

Data and information exists in many forms. It may be printed or written on paper, stored electronically, transmitted by post or using electronic means, shown via pictures, or spoken in conversation.

Freebridge is committed to ensuring that appropriate protection is required for all forms of data and information to ensure business continuity and to avoid breaches of the law and statutory, regulatory or contractual obligations and to meet our duty of care.

**We shall:**

- Identify potential threats to data, and put in place mitigating practices, weighing up the potential harm and expenditure on controls. .
- Consider the legal, statutory, regulatory and contractual requirements that must be taken into account, including the exchange of data and information from, and to third parties by means of Data Processing and/or Controller-to-Controller agreements and procedures; and
- Identify and assess the principles, objectives and requirements for data processing and use of information that Freebridge has developed to support its operations.

**Information Management and Governance:** *(Please also refer also to [Information Communication Technology Policy](#))*

**We shall:**

- Identify systematic, proactive approaches to managing sensitive, confidential information. This approach encompasses people, processes and technology ensuring that information held in manual files and data held on computer records are both secure and available to authorised persons only.
- Ensure that Freebridge's Information Sharing Protocols with key partners, stakeholders and other identified third parties are appropriate and compliant with statutory and regulatory responsibilities.
- Have Internet and Telephony Acceptable Use Rules, and Mobile Device Usage Rules for staff and Board/Committee Members. These will be 'signed up' to as part of the induction information provided to staff and Board/Committee Members on appointment. Staff and Board/Committee Members will be reminded of these policies on a regular basis.
- Ensure, as far as practicable that information held is accurate and up to date, and will check and cleanse data, wherever possible. Where we are requested to erase or port personal data we will do so in a timely manner if appropriate to do so.
- Ensure that data is owned by operational service areas, and relevant managers will take an active role in leading in the use of existing systems, and on projects to implement new systems into their operational area.

**Information Security:**

**We shall:**

- Monitor our controls in respect of:
  - Guidelines on data protection and privacy of personal information.
  - Our use and safeguarding of the Association's records; and
  - Other business and third party responsibilities.



- Identify and utilise those controls that are considered to be common best practice for information security including:
  - Use of data and information security guidance.
  - Allocation of data and information security responsibilities.
  - Data and information security education and training.
  - A procedure for reporting data breaches, security incidents and near misses; and
  - Business continuity management.

## **Tracking of records and security**

### **We shall ensure:**

- The tracking of appropriate records usage within records and documentation systems.
- Only those users with appropriate permissions are performing records tasks for which they have been authorised.
- All data and personal records ranging from a handwritten note to an automated transaction in an electronic document management system are appropriately controlled and are traceable.

## **Electronic records and authenticity**

### **We shall ensure:**

- That security measures include:
  - Digital signatures to protect the authenticity and integrity of electronic documents; and
  - Scanning and storing of electronic data, records and digitised documents in such a way as to ensure their authenticity in the event of a legal challenge.

## **Classification of data and information for business purposes**

Classification of data, records and information shall determine how this information is to be handled and protected from unauthorised access, loss or damage.

## **Security of Highly Sensitive/Confidential Personal Information**

Security requirements are the same for all such records, irrespective of format. If a record contains confidential material, then it must be maintained and disposed of securely i.e. only authorised persons should be allowed access to it.

**We shall:** Ensure the security of confidential records as follows:

### Paper records

- Confidential records should carry an appropriate classification label.

- File titles should be worded so that confidential information (e.g. someone's address, phrases such as "vexatious tenant") is not included in the title.
- Clear desk arrangements should be promoted by Information Asset Owners as standard practice i.e. when the member of staff is out of the office, any confidential data should be removed from the desk top and locked away.
- Filing cabinets containing confidential material should be locked at all times when not in use.
- A list of persons authorised to access and/or maintain confidential records should be kept and reviewed regularly.
- Faxes may not be secure, so faxes should not be used to transmit confidential information.
- Non-current records which need to be kept for a specified period should be transferred to a secure storage facility. Security of records in transit should be ensured.

### Electronic records

- Access to confidential records should be restricted i.e. access to drives/files and/or password protected; as well as access and authorisation levels being clearly documented so that when people may leave that information does not become in accessible.
- Workstations should be locked when not in use.
- When using mobile computing facilities such as laptops, special care should be taken to ensure that confidentiality is not compromised (e.g. through overlooking by members of the public), and that back-ups and virus protection are regularly undertaken via ICT.
- All employees should view the use of standard Email as an unsafe method of transmitting personal data i.e. because of the risk of sending it to the wrong recipient (or multiple recipients) or from hacking/theft of information via the system/web usage. Staff should be aware of this when using email to transmit confidential information. Arrangements should be made for relevant emails to utilise either Secure File Transfer Protocols (SFTP) or the Ministry of Justice's Criminal Justice Secure Email (CJSM) systems or via Mimecast Secure Email arrangements
- All removable media such as USB Data sticks etc should be stored in a safe, secure environment.

### Destruction of confidential data

- All employees have a responsibility to consider security when disposing of information in the course of their work.
- For destruction of material in paper format all *confidential paper records* shall be disposed of in the confidential waste bins provided for shredding.
- Care must be taken with destruction of electronic records, which can be reconstructed from deleted information. Erasing or reformatting computer disks or personal computers with hard drives that contained personal information shall be carried out in collaboration with the ICT Support team.

(Refer also to [Information Communication Technology Policy](#) : *Business and personal mobile devices with company data on them/access to corporate systems will be passcode protected as a minimum.*

*All data and access will be 'wiped' remotely if a device is lost or stolen. With personal devices some asset management responsibility passes to the individual. However, we will insist on up to date security standards and updates being applied to devices).*

- All destruction, of information in any medium, should be carried out in accordance with the provisions of our current records retention schedule for those records, so that a proper audit trail can be kept.

## **Retention of Data**

We shall ensure:

- Freebridge's retention arrangements do not retain personal data for any longer than is necessary for legal or regulatory reasons or for its legitimate organisational and business purposes.
- Freebridge shall comply with the National Housing Federation data retention schedule.
- Timely and appropriate disposal at the end data's useful life through risk assessed measures, such as erasure or anonymisation.
- Where personal data is to be transferred for long-term preservation (for example where it is of value for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes) Freebridge ensures that appropriate technical and organisational measures safeguard the rights and freedoms of living individuals.

## **Contractual Arrangements with Contractors and Other Organisations (Processors)**

Freebridge ensures through its procurement and data protection contract arrangements that we shall only engage with those contractors and other organisations (who may process personal data on our behalf) that provide a sufficient guarantee of technical, physical and organisation security and be subject to a written contract.

Freebridge shall also undertake an assessment of appropriate security arrangements as part of due diligence before any data processor is engaged and that where appropriate seek business assurance of those security arrangements is conducted before entering into the contract.

## **Data Protection Impact Assessment (DPIA)**

Freebridge shall ensure that risk based Data Protection Impact Assessments (DPIA) are undertaken that ensure that issues of data quality and accuracy are taken into account, when appropriate, for new contracts or projects.

## **Data Quality**

Freebridge shall ensure that personal data is accurate and where necessary kept up-to-date and that where personal data is found to be inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.

## **Closed-circuit Television (CCTV)**

A protocol will be developed to direct the Association's use of CCTV cameras.

## **Training and Awareness**

### **We shall ensure:**

That employees and other workers receive appropriate training, are competent in and understand the data protection responsibilities assigned to them.

The DPO shall ensure that the elements of data protection training programme are kept up-to-date.

## **Conclusion**

Compliance with the Data Protection Act 2018 (DPA18) and the UK GDPR is the responsibility of all employees and non-executive directors of Freebridge. Any deliberate breach of the data protection policy and procedures may lead to disciplinary action being taken, or access to Freebridge facilities being withdrawn, or even a criminal prosecution. Any questions or concerns about the interpretation or operation of this policy and procedures should be taken up with the DPO and/or Chief Executive.

**Policy Statement:** Freebridge is committed to promoting a fair and consistent approach to managing and developing its people to be “the best that they can be”.

Freebridge shall provide all staff and their managers with guidance and practical advice on a wide range of employee matters, as well as opportunities and support to enable them to fully participate and contribute to Freebridge’s culture that is built upon strong values and commitment to continuous improvement.

This policy sets out Freebridge’s position on social media use and is considered a critical policy to all those identified in the Target Audience section below. In the current age, social media can be a very valuable asset to an organisation seeking to realise its full potential and corporate objectives. However, it can also be the cause of reputational damage and can significantly disturb the smooth running of operations. Freebridge are therefore committed to being very clear, as set out in this policy, how social media is to be adopted and used. Due to the impact that any deviation from this policy, any infringements of this policy (by anyone listed in the Target Audience section) will be investigated under the company’s disciplinary process.

For the purposes of this policy, social media is any online platform or app that allows parties to communicate instantly with each other or to share data in a public forum. This includes social forums such as Twitter, Facebook and LinkedIn. Social media also covers internet postings, blogs and video and image-sharing websites such as Wikipedia and YouTube.

You should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. You should follow this policy in relation to **any** social media that you use.

This policy applies to the use of social media for business purposes as well as personal use (including outside of your working hours) that may affect Freebridge in any way.

This policy does not form part of any employee’s contract of employment/any other agreement to work with Freebridge and it may be amended at any time.

### **Target Audience**

The scope of this policy goes wider than just employees and other staff members. It covers anyone who is connected with Freebridge and its activities including specifically board members, directors, office holders, committee members and volunteers as set out in the Target Audience (all employees, officers, consultants, contractors, volunteers, interns, casual workers, agency workers, office holders and board members, committee members and shareholders). Reference to “you” within this policy refers to the full Target Audience, not just employees and staff members.

## **Personnel responsible for implementing the policy**

The Leadership Team has overall responsibility for the effective operation of this policy, but has delegated day-to-day responsibility for its operation to Director of People.

The HR department will monitor the effectiveness and review the implementation of this policy regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible and communicated to all employees, officers, consultants, contractors, volunteers, interns, casual workers, agency workers, office holders and board members committee members and shareholders.

Everyone working for Freebridge (in any capacity including but not limited to employees and board members) are responsible for the success of this policy and should ensure that they take the time to read and understand it.

Questions regarding the content or application of this policy should be directed to a HR Advisor.

## **Purpose and Scope**

Freebridge seeks to use social media in a positive way for communicating with customers, stakeholders and the general public in an informed, measured and proportionate way.

Managers, the Leadership Team and board members have a specific responsibility for operating within the boundaries of this policy, as well as ensuring that all staff understand the standards of behaviour expected of them and taking action when behaviour falls below its requirements.

In addition, Freebridge may require any individual engaged with the organisation to undertake training on the appropriate use of social media in the workplace.

## **Compliance with related policies and agreements**

Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our other policies i.e. a discriminatory comment in breach of our Equal Opportunities policy, it will also breach this policy. For example, you are prohibited from using social media to:

- (a) breach our IT and Communications Systems Policy;
- (b) breach our obligations with respect to the rules of relevant regulatory bodies;
- (c) breach any obligations contained in those policies relating to confidentiality;
- (d) breach our Disciplinary Policy or procedures;
- (e) breach our Anti-harassment and Bullying Policy;
- (f) breach our Equal Opportunities Policy;
- (g) breach our Data Protection Policy (for example, disclosing personal information about a colleague or customer online); or
- (h) breach any other laws or regulatory requirements.

Freebridge takes the rules and guidance set out within this policy very seriously. Individuals who breach this or any of the above policies may be subject to disciplinary action up to and including termination of employment. For those individuals that are not employed, their relationship with Freebridge could be terminated in the event of a breach of any of the above policies.

## Personal use of social media during working hours

Freebridge accepts that all colleagues, including those working for or with Freebridge (as listed in the Target Audience section) will need reasonable access to social media during working hours whether this is through an individual's personal device or using Freebridge's IT equipment. All colleagues and those listed in the Target Audience section are reminded that any personal use of social media during working time should be appropriate as detailed in point 5.

## Guidelines for responsible work related use of social media

Any communications that you make in a professional capacity through social media must not:

- bring Freebridge into disrepute, for example (but not limited to) by:
  - criticising or arguing with customers, colleagues or rivals;
  - making defamatory comments about individuals or other organisations or groups;
  - or
  - posting images that are inappropriate or links to inappropriate content;
- breach confidentiality, for example (but not limited to) by:
  - revealing trade secrets or information owned by Freebridge;
  - giving away confidential information about an individual (such as a colleague or customer contact) or organisation (such as a rival business); or
  - discussing the Freebridge's internal workings (such as deals that it is doing with a customer/client or its future business plans that have not been communicated to the public);
- breach copyright, for example (but not limited to) by:
  - using someone else's images or written content without permission;
  - failing to give acknowledgement where permission has been given to reproduce something; or
- constitute discrimination, bullying or harassment of any individual, for example (but not limited to) by:
  - making offensive or derogatory comments relating to sex, gender reassignment, race, disability, sexual orientation, religion or belief or age, pregnancy or maternity, marital and civil partnership, or gender reassignment;
  - using social media to bully another individual (such as an employee of Freebridge); or
  - posting images that are discriminatory or offensive or sharing links to such content.

If you see social media content that is disparaging, is offensive or reflects poorly on us, you should contact the People Team.

## Social media in your personal life

Freebridge recognise that many people make use of social media in a personal capacity outside of work. While you are not acting on behalf of Freebridge, you must be aware that you can damage Freebridge's reputation if you are recognised as working for or on our behalf (please see Target Audience section for further information). Social media postings in a personal capacity should be

approached with caution as many people use social media and there is the potential for people outside your network/friend's list who can view your online activity.

To avoid the potential damage that could be sustained, you are not allowed to state that you work for Freebridge on any basis and in any forum aside from LinkedIn. This includes doing anything within any forum (aside from LinkedIn) that identifies you as being associated with Freebridge including but not limited to posting photos in work uniform, allowing such photos to be posted by other people or stating that you work for Freebridge in a comment. You should ensure that your social media profile and any content you post in your personal life is consistent with the professional image you present in your working life to customers, suppliers, colleagues and other organisations we work with or compete against.

You should also make sure that any postings on social media in your personal life do not breach confidentiality, copyright or constitute discrimination. For further information in this regard.

Some individuals (particularly board members and the Leadership Team) have a higher public profile than other individuals. These individuals may be listed on a number of different websites and documents as having an interest in or association with Freebridge. It is therefore of utmost importance that such individuals are mindful and live by the principles set out within this policy and set an example for others to follow.

### **Use of social media in the recruitment process**

We may use internet searches to perform due diligence on candidates in the course of recruitment.

### **Monitoring use of social media activity**

Freebridge reserves the right to monitor, intercept and review, without further notice, your activities using our IT resources and communications systems, including but not limited to social media postings and activities, for legitimate business purposes, which include ascertaining and demonstrating that expected standards are being met by those using the systems and for the detection and investigation of unauthorised use of the systems (including where this is necessary to prevent or detect crime). All monitoring will be conducted in accordance with our GDPR policy.

For IT equipment that is paid for by Freebridge but which is owned by you, you agree to surrender such equipment for inspection and monitoring where there is reasonable suspicion of there being a breach of this policy. Such monitoring will only take place where there is reasonable suspicion that you have breached the rules set out in this policy or any other applicable policy.

### **Breach of the Policy**

You are required to adhere to this policy. You should note that any breaches of this policy may lead to disciplinary action or termination of our relationship with you (as applicable). Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity that might cause



serious damage to Freebridge, may constitute gross misconduct and lead to summary dismissal. Any member of staff, board member or other individual suspected of committing a breach of this policy will be required to co-operate with our investigation.

You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

**Policy Statement:** Freebridge Board/Committee Members, employees, Customer Ambassadors and Service Champions are expected to act at all times with probity. This Policy supports, and should be read in conjunction with, the National Housing Federation Code of Conduct 2022, which has been adopted by the Freebridge Board.

## **1. The Nolan Principles**

The seven principles of public life, identified by the Nolan Committee in its first report, guide the content of this Policy. Individuals are expected to demonstrate these principles in their conduct and behaviour.

**Selflessness:** - Any decision must be taken solely in terms of Freebridge's values and mission. We must not seek to gain financial or other material benefits for ourselves, family and friends.

**Integrity:** - We must not place ourselves under any financial or other obligation to outside individuals or organisations that might influence us in the performance of our duties.

**Objectivity:** - In the delivery of services, the appointment of staff, Board/Committee Members or involved residents, or the awarding of contracts, impartiality must be ensured and choices made on merit alone.

**Accountability:** - We must accept accountability for our decisions and actions to Freebridge's tenants, the providers of public funds and other stakeholders, and submit ourselves to whatever scrutiny is appropriate.

**Openness:** - We must be as open as possible about all decisions and actions that we take. We should give reasons for our decisions and restrict information only when individual or commercial confidentiality clearly so demand.

**Honesty:** - We must declare any private interests relating to Freebridge's activities and interactions and take steps to resolve any conflicts arising in a way that is lawful, and protects Freebridge's reputation, values and mission.

**Leadership:** - Board/Committee Members and managers will promote and support these principles by leadership and example.

## **2. Disclosure of Interest**

### Board/Committee Members

Board/Committee Members must pay particular care to the management of personal interests, and in particular to actual, potential or perceived conflicts of interest, in order to protect the organisation and individuals from any appearance of impropriety.

Each Board/Committee Member must ensure that that all relevant personal interests are declared and, where conflicts arise, or are perceived to arise, these are managed to avoid any financial or non-financial personal gain (whether real or capable of being perceived), to themselves or to any person or body closely connected to them. A register of Board/Committee

Members' declared interests will be maintained by the Company Secretary and will be made available for public inspection.

Board/Committee Members should declare interests if in any doubt and should abstain from any discussion/vote in relation to anything in which they have or could reasonably be perceived to have a conflict of interest.

Relevant personal interests of Board/Committee Members take many forms. Some of the usual ones are:

- employment, ownership or significant shareholding in a company or partnership providing or that could potentially provide products or services to Freebridge;
- significant ownership of land and/or property in the area of operation of the association;
- tenancy or leasehold interest of a property owned by the association;
- membership of a campaigning, residents' or community organisation which has interests in the business and/or operation of the association;
- membership of political parties or pressure groups;
- membership of a local authority, another public body, or another association or unregistered "not for profit" body with interests in the area of operation of the association. (Board/Committee Members who are councillors should declare an interest in any significant matter, such as a proposed development, affecting their own ward.)

Board/Committee Members should review their continuing membership, and if necessary, take advice on whether they should stand down, when changes occur in either their own interests or those of a person closely connected to them, which give rise to a potentially serious or continuing conflict with the association.

Board/Committee Members should ensure that, where an item of business arises at a Board or committee meeting, in which they, or a person closely connected to them, have an interest, whether or not already entered into the register, this is declared to the Chair before the item is discussed, normally under an initial agenda item. (The Chair should notify the Board/Committee if such an interest occurs that affects them.) Where the declared interest is a financial one or where a personal benefit may arise or be seen to arise, the Board/Committee Member should withdraw from the meeting when that matter is considered, or not attend the meeting. Board/Committee Members should only remain in the relevant part of the meeting where the Board or committee decides that this is appropriate and this is formally minuted. In this case, the Board/Committee Member should not vote on the matter.

Board/Committee Members who are residents of the organisation should regard matters specifically concerning their individual circumstances as a clear and substantial conflict; matters affecting residents more generally need be declared only where they create a specific conflict of interest.

## Employees

Employees must declare any interests, either relating to themselves or to a person closely connected to them, as follows:

- an owner/major shareholder, director or senior manager with financial responsibility of a business which provides work or services currently for Freebridge;
- an owner/major shareholder, director or senior manager with financial responsibility of a business which offers services or goods that Freebridge might approach/allow to tender (related, for instance, to the building or building repair and maintenance industry, office and other equipment or supplies provider, goods and services eg catering, training, financial, IT, printing); or
- a significant interest, for instance as a board/committee member, in a non-profit making organisation, which could either provide services to Freebridge or receive services from Freebridge (for instance a community-based charity or other group).

Employees must not seek to influence Freebridge's dealings with any company/organisation in which they or a person closely connected to them have an interest. Employees must not use their position to seek any undue gain – financial or non-financial – or advantage for themselves or for people or organisations closely connected to them.

## Customer Ambassadors/Service Champions

Customer Ambassadors/Service Champions must declare any interests, either relating to themselves or to a person closely connected to them, as follows:

- an owner/major shareholder, director or senior manager with financial responsibility of a business which provides work or services currently for Freebridge;
- an owner/major shareholder, director or senior manager with financial responsibility of a business which offers services or goods that Freebridge might approach/allow to tender (related, for instance, to the building or building repair and maintenance industry, office and other equipment or supplies provider, goods and services eg catering, training, financial, IT, printing); or
- a significant interest, for instance as a board/committee member, in a non-profit making organisation, which could either provide services to Freebridge or receive services from Freebridge (for instance a community-based charity or other group).

Customer Ambassadors/Service Champions must not seek to influence Freebridge's dealings with any company/organisation in which they or a person closely connected to them have an interest. Customer Ambassadors/Service Champions must not use their position to seek any undue gain – financial or non-financial – or advantage for themselves or for people or organisations closely connected to them.

Customer Ambassadors/Service Champions should not take part in any discussion or vote on any subject in which they have or could reasonably be seen to have a conflict of interest. In some cases the Customer Voice Panel/Service Champion Forum may ask a Customer Ambassador/Service Champion to leave the room while a subject is being discussed in which that individual has an interest.

In very unusual circumstances a Customer Ambassador's/Service Champion's interest might be so significant that the member is asked to resign from the Customer Voice Panel/Service Champions Forum.

### All

On joining Freebridge, all Board/Committee Members, employees and Customer Ambassadors/Service Champions will be asked to make a declaration of interest. All will be asked annually thereafter to update or confirm their declarations. However, if anyone becomes aware of a change in their declaration of interest or of a new interest, they should inform the Company Secretary immediately and not wait until the annual update.

## **3. Provision of Services**

### Board/Committee Members

Other than duly agreed remuneration, Board/Committee Members may not be paid for services provided to the association. This includes situations where a Board/Committee Member is an owner, director or major shareholder of a company. Should a Board/Committee Member become aware that a breach of this rule has inadvertently occurred, they must report it immediately to the Company Secretary. This rule is not applicable to situations where Board/Committee Members are directors of non-profit making organisations, provided that there has been no undue influence in the procurement process.

Should a person closely connected to a Board/Committee Member become a potential contractor or supplier to Freebridge:

- The Board/Committee Member concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- The Board/Committee Member concerned must have no involvement in or influence over the selection process.
- Usual selection criteria will be applied.
- A decision to engage the contractor/supplier can only be made by the Board or appropriate Committee. In making this decision, the Board/Committee must have regard to:
  - the reputational risk to Freebridge and the sector; and

- whether the Board/Committee Member stands to make a direct financial gain from the contract (in which case the contract should not be awarded to the contractor/supplier in question).

These requirements apply to former Board/Committee Members who have left Freebridge within the previous 12 months and to persons closely connected to them.

### Employees

Should an employee or a person closely connected to an employee become a potential contractor or supplier to Freebridge:

- The employee concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- The employee concerned must have no involvement in or influence over the selection process.
- Usual selection criteria will be applied.
- If the employee concerned is either a member of the Leadership Team or reports directly to a member of the Leadership Team, a decision to engage the contractor/supplier can only be made by the Board or appropriate Committee. For all other employees, the decision can be made by the Company Secretary or the Deputy Company Secretary. The decision-maker must have regard to:
  - the reputational risk to Freebridge and the sector; and
  - whether the employee stands to make a direct financial gain from the contract (in which case the contract should not be awarded to the contractor/supplier in question).

These requirements apply to former employees who have left Freebridge within the previous 12 months and to persons closely connected to them.

### Customer Ambassadors/Service Champions

Should a person closely connected to a Customer Ambassador/Service Champion become a potential contractor or supplier to Freebridge:

- The Customer Ambassador/Service Champion concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- The Customer Ambassador/Service Champion concerned must have no involvement in or influence over the selection process.
- Usual selection criteria will be applied.

- A decision to engage the contractor/supplier can be made by the Company Secretary or Deputy Company Secretary in consultation with the Director of Customer and Communities or the Customer Voice Lead. In making this decision, the decision-maker must have regard to:
  - the reputational risk to Freebridge and the sector; and
  - whether the Customer Ambassador/Service Champion stands to make a direct financial gain from the contract (in which case the contract should not be awarded to the contractor/supplier in question).

These requirements apply to former Customer Ambassadors/Service Champions who have left Freebridge within the previous 12 months and to persons closely connected to them.

### General

All new approved suppliers will be asked to declare whether they are closely connected to a Freebridge Board/Committee Member, employee or Customer Ambassador/Service Champion.

## **4. Housing**

### Board Members

In the event that a Board/Committee Member or a person closely connected to them is nominated for a Freebridge property, or are existing tenants and apply for a transfer:

- The Board/Committee Member concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- Freebridge must consider the matter in accordance with the usual allocations policies and procedures. No preferential consideration will be given to the nomination/application, and the Board/Committee Member concerned must have no involvement in or influence over the consideration.
- The allocation of the property must be approved by the Board or appropriate Committee.

These requirements apply to former Board/Committee Members who have left their role at Freebridge within the previous 12 months and to persons closely connected to them.

### Employees

In the event that an employee or a person closely connected to them is nominated for a Freebridge property, or are existing tenants and apply for a transfer:

- The employee concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.

- Freebridge must consider the matter in accordance with the usual allocations policies and procedures. No preferential consideration will be given to the nomination/application, and the employee concerned must have no involvement in or influence over the consideration.
- If the employee concerned is either a member of the Leadership Team or reports directly to a member of the Leadership Team, the allocation of the property must be approved by the Board or appropriate Committee. For all other employees, the decision can be made by the Company Secretary or the Deputy Company Secretary

These requirements apply to former employees who have left Freebridge within the previous 12 months and to persons closely connected to them.

### Customer Ambassadors/Service Champions

In the event that a Customer Ambassador/Service Champion or a person closely connected to them is nominated for a Freebridge property, or are existing tenants and apply for a transfer:

- The Customer Ambassador/Service Champion concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- Freebridge must consider the matter in accordance with the usual allocations policies and procedures. No preferential consideration will be given to the nomination/application, and the Customer Ambassador/Service Champion concerned must have no involvement in or influence over the consideration.
- The allocation of the property can be approved by the Company Secretary or the Deputy Company Secretary in consultation with the Director of Customer and Communities or the Customer Voice Lead.

These requirements apply to former Customer Ambassadors/Service Champions who have left the role within the previous 12 months and to persons closely connected to them.

### General

All applicants for housing will be asked to declare at the point of application whether they are closely connected to a Freebridge Board/Committee Member, employee or Customer Ambassador/Service Champion.

## **5. Employment**

### Board/Committee Members

In the event that a person closely connected to a Board/Committee Member is a candidate for employment with Freebridge:

- The Board/Committee Member concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.



- The Board/Committee Member concerned must have no involvement in or influence over the recruitment process.
- Consideration of the application will be based solely on merit and suitability for the position
- A decision to appoint the candidate can only be made by the Board or appropriate Committee.
- Where the vacancy is for a Head of Service or Director, the general presumption will be against offering employment.

These requirements apply to former Board/Committee Members who have left their role with Freebridge within the previous 12 months and to persons closely connected to them.

In circumstances where a current Non-Executive Board or Committee Member wishes to be a candidate for employment with Freebridge, the requirements above will apply, and in addition:

- The applicant should resign from the Board/Committee at the point of application.
- The applicant may not be reappointed to the Board or a Committee until 12 months after the resignation. There should be no presumption of reappointment.

### Employees

In the event that a person closely connected to an employee is a candidate for employment with Freebridge:

- The employee concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- The employee concerned must have no involvement in or influence over the recruitment process.
- Consideration of the application will be based solely on merit and suitability for the position
- If the employee concerned is either a member of the Leadership Team or reports directly to a member of the Leadership Team, a decision to appoint must be approved by the Board or appropriate Committee. For all other employees, the decision can be made by the Company Secretary or the Deputy Company Secretary

These requirements apply to former employees who have left Freebridge within the previous 12 months and to persons closely connected to them.

## Customer Ambassadors/Service Champions

In the event that a person closely connected to a Customer Ambassador/Service Champion is a candidate for employment with Freebridge:

- The Customer Ambassador/Service Champion concerned must declare their interest in the matter to the Company Secretary immediately on becoming aware of it.
- The Customer Ambassador/Service Champion concerned must have no involvement in or influence over the recruitment process.
- Consideration of the application will be based solely on merit and suitability for the position
- A decision to appoint can be approved by the Company Secretary or the Deputy Company Secretary in consultation with the Director of Customer and Communities or the Customer Voice Lead.

These requirements apply to former Customer Ambassadors/Service Champions who have left the role within the previous 12 months and to persons closely connected to them.

## General

All applicants for employment will be asked to declare at the point of application whether they are closely connected to a Freebridge Board/Committee Member, employee or Customer Ambassador/Service Champion.

## **6. Gifts**

Giving and receiving gifts creates a relationship that could be seen to influence our judgement. Therefore, we should always avoid gifts except in very limited circumstances.

- Personal gifts must not be solicited.
- Gifts of cash should not be accepted.
- Only small personal gifts of nominal value (under £15) (e.g. diaries, calendars, stationery etc) may be accepted. Gifts above this value should not be accepted.
- In exceptional circumstances where gifts over the nominal value are accepted, these should be donated to charity and proof of this given to the Company Secretary, who will include this on the register. Alternatively, the gifts should be passed to the Company Secretary, who will arrange for them to be dealt with appropriately. This might include giving them to charity, in which case proof of this must be included on the register, but could also include using them as prizes in a staff draw, in which case a note of this should be made on the register.

- All gifts offered of more than nominal value, whether accepted or not, must be recorded in a register held by the Company Secretary within 28 days.
- Gifts to another individual or organisation, other than those of nominal value, are only to be made in exceptional circumstances, with the approval of the Board. They will be entered onto a register held by the Company Secretary.
- Should the total value of more than one gift in a 12-month period from or to the same individual/organisation exceed the nominal value of £15, the procedures set out above should be followed, albeit that previous gifts received may no longer be available.

## 7. Hospitality

Normally, visits to exhibitions, demonstrations, conferences, business meals or social functions in connection with Freebridge official duties will be at Freebridge's expense to avoid jeopardising the integrity of subsequent purchasing decisions.

- We may not solicit hospitality and should not give or receive hospitality that could be seen as lavish or as a way of exerting an improper influence over the decision of another person or organisation.
- Significant hospitality may not be provided by the association without Board (or appropriate Committee) approval.
- Occasional and modest hospitality (given or received) will be allowed but only with the prior approval of the relevant Director, the Chief Executive or the Board Chair.
- Hospitality must always be approved by a more senior individual than the person giving or receiving the hospitality, other than in situations involving the Board Chair, in which case approval will be required from the Vice-Chair.
- Hospitality could include, for instance, networking dinners attended during the course of a conference.

All hospitality accepted, declined or offered should be formally notified to the Company Secretary within 28 days. The Company Secretary will record it in the register.

"Working lunches" (given or received), or similar, of a value of under £20, are not covered by this rule.

If anyone is in any doubt in respect of the receipt or giving of any gift or hospitality, advice should be sought from the Company Secretary.

The gift and hospitality register will be reviewed at each meeting of the Audit and Risk Committee.

## **8. Private Use of Freebridge Contractors and Suppliers**

If possible, we must avoid using Freebridge contractors and suppliers for private purposes. However, it is acknowledged that, given the limited number of contractors operating in West Norfolk, this may not always be practical. In situations where we do use Freebridge contractors or suppliers for private work, we must not seek or accept a discount or any other benefit if this is as a result of our role at Freebridge.

If a Board/Committee Member, a member of the Leadership Team or an employee reports directly to a member of the Leadership Team, or a contract manager knowingly uses a Freebridge contractor for private work, this must be declared to the Company Secretary, who will record it in a register.

A list of approved contractors and suppliers will be issued as part of the annual declaration of interest process and will be available on request.

## **9. Personal and Political Activities**

Freebridge's work may take it into the political arena but we must ensure that we demonstrate its non-political nature and keep personal political activities totally separate from Freebridge's work.

We may be involved, in our private lives, in political activity. At the same time we must be aware that Freebridge is non-political. We must ensure that Freebridge itself cannot be brought into the political arena or its reputation or status damaged by personal political activities. When making any political representation, Freebridge must clearly be seen as presenting a balanced case in support of its key objectives.

More broadly, we must take care that personal, family or private interests do not conflict with the interests of Freebridge and that our role and actions in connection with Freebridge are kept separate from their personal, family or other employment activities. We should avoid engaging in outside activities that could bring the association into disrepute or adversely impact on their work and/or contribution to the association.

If anyone intends to engage in an activity, including political or campaigning activity, which may reasonably be regarded to affect Freebridge, they must obtain prior consent from the Company Secretary. Such consent will not be withheld unless the activity poses a material risk to the association.

## **10. Relationships with Tenants**

If we are a Freebridge tenant or closely connected to a Freebridge tenant, this must be declared to the Company Secretary who will enter this into a register and, in the case of employees, inform the relevant line manager who will oversee management of the interest. Anyone with a close connection to a tenant must not be involved in decisions relating to the tenant's relationship with Freebridge or seek or accept preferential treatment for them.

Board/Committee Members must not form or enter into any relationship, understanding, association or agreement with a tenant or tenants whereby the impression is or may be given that a Board member is representing, acting or advocating for that tenant or tenants' individual case, cause or interest.

## **11. Media**

All media enquiries must be referred to the Communications team. No-one other than the Communications team may communicate with the media, unless permission for this has been given by the Communications team.

## **12. Breaches**

A breach of this Policy or of the National Housing Federation Code of Conduct 2022 may be treated as a disciplinary matter and dealt with in accordance with Freebridge policies and procedures.

## **13. Definition**

The term "closely connected person" when used in this Policy refers to:

- close relatives (including spouse, partner, parents, grandparents, children, grandchildren, brothers, sisters, and similar relations by marriage)
- business partners
- businesses in which you have an interest through ownership or influence.

### **Policy Statement:**

We aim to maintain and improve our homes to a high standard, and to develop high quality housing. The repairs service is one of our most important functions. We are committed to providing a high-quality service that considers our resident's needs, our resources, statutory obligations, and external affecting factors. The responsive repairs service complements our planned and cyclical maintenance programmes to ensure our stock is well maintained, up to date and meets the needs of our residents.

### **The objectives of this policy are to:**

- To provide a seamless, high quality, cost effective and customer focused repairs service where repairs are completed according to our First Time Fix approach
- Provide safe, warm homes of a good quality and which remain in demand
- To achieve value for money through effective procurement and consistent contractor management
- Provide customers with regular performance information and opportunities to be involved in the development of repairs and maintenance services
- To minimise property unavailability due to void repair periods
- Comply with all relevant legislative and regulatory requirements and meet our contractual obligations
- Provide a service that delivers value for money
- Ensure residents are aware of their responsibilities for minor repairs and other contractual obligations
- Provide services which are easily accessible at a time and in a way to suit our residents and which deliver high standards of resident care
- Work in partnership with our residents and contractors to continuously drive service improvements
- Ensure that all properties are kept in good repair, and that any repair work done leaves residents in a safe and secure environment

### **Procedural Guidance:**

#### **1. Scope of the Policy**

This policy sets out our approach to the delivery of our repairs services to Freebridge Community Housing residents.

The principles of this policy apply to all residents, regardless of tenancy type. However, the full provisions of this policy only apply to tenants living in social, intermediate, and affordable rented homes with assured and assured short hold tenancies and licenses. The full scope of this policy does not apply to leaseholders, shared owners and other residents whose management services are provided by Freebridge, but Freebridge does not own the property and does not have a repairs obligation under the management agreement. For clarity:

Repairs affecting leasehold properties will be carried out in accordance with the requirements of the individual lease and Section 20 of the Landlord and Tenant Act 1985 and recharged appropriately. For leaseholders, our main responsibilities are generally:

- To repair and keep in good order the structure, exterior and common / communal parts of the building or complex
- Maintain buildings insurance
- To keep the communal areas clear and well lit

We will not carry out repairs to homes owned by other landlords, managed by Freebridge, where the lease or management agreement explicitly states this is the landlord's responsibility. We will, if necessary, liaise with those landlords to ensure the aims of this policy are delivered.

In cases where we manage and own the properties but have a superior landlord, that landlord may be responsible for some or all the repairing obligations.

## **2. Repair Categories and Definitions**

Freebridge will categorise reported repairs according to the level and nature of the repair/response required. We will aim to apply a consistent approach to categorisation and ensure staff are appropriately trained to achieve this. Freebridge will provide a high quality repairs service to ensure that all the items for which we are responsible are kept in a good state of repair. There are some items for which tenants are responsible. This information is included in Appendix A.

### **Emergency Repairs:**

Emergency repairs deal with any defect that could affect the health, safety, or security of a customer, or someone in their home. It's also if there's an immediate risk which affects the structure of the building. We aim to respond to these within 24 hours.

Examples: Total loss of heating or hot water, unsafe electrical fittings, serious roof leak, serious water leak or unsecure property i.e. lost keys.

### **Urgent Repairs:**

An urgent repair is to fix a defect that does not cause immediate risk to the health, safety or security of a customer or someone in their home. Although it's not an emergency, it still needs to be carried out quickly to make sure that it doesn't get worse. We aim to respond to these within 7 days.

Examples: contained water leak from any type of fitting, toilet cistern and pan problems, faulty extract fan affecting electrics.

### **Routine Repairs:**

A routine repair will be carried out to fix a defect which is neither emergency or urgent and isn't causing discomfort, inconvenience or nuisance to the customer or someone in their home. It also won't affect the long-term deterioration of a building. We aim to respond to these within 28 days.

Examples: Make safe and repair fencing, gates and garage doors, dripping or leaking taps or shower unit, blocked or broken guttering, ease and adjust doors and windows, e.g. handles and catches.

### 3. Freebridge's Policy

#### 3.1 Resident and landlord responsibilities

Freebridge tenancy and leasehold agreements set out the contractual responsibilities for Freebridge residents. Reference should be made to individual tenancy and leasehold agreements as these set out the specific contractual responsibilities for both parties. In some cases, there may be contractual clauses that differ across different tenures that stipulate who is responsible for carrying out a repair.

Some properties may also have a managing agent who is responsible for part or all repairs and this should be flagged on the Housing Management system within Freebridge.

In all cases, terms set out in individual tenancy and leasehold agreements take precedent over the statements in this policy.

The resident is responsible for ensuring that any furniture or other items (including loose floor coverings) do not impede the contractor in any way. Neither Freebridge staff nor their contractors will remove furniture on behalf of a resident.

- Exceptions to the above will be considered where the resident's needs require assistance with furniture movement due to disability or impediment

**Appendix A** details the respective repair responsibilities of Freebridge for residents living in general needs, intermediate and market rent homes with assured tenancies, secure tenancies, assured short hold tenancies or licenses. This should be considered as the Freebridge minimum standard for landlord responsibilities.

**Appendix A** also details the repairs the above residents have responsibility for carrying out themselves, at their own expense.

#### Home Ownership

Leaseholders will have a different set of responsibilities for properties they occupy. These can be found in the terms of their individual lease.

#### 3.2 Right to repair

Freebridge operate a 'Right to Repair' scheme, with payments made under Section 96 of the Housing Act 1985 when we fail to carry out a 'qualifying' repair that has been reported on 2 separate occasions within the published repairs timescales, and the customer has allowed reasonable access to the property for the repair to be completed.

A one-off compensation payment of £10 can be claimed, plus £2 for each day the repair continues to be outstanding up to a maximum of £50. This will not be payable if the delay is due to the availability of a non-standard part and the customer has been informed.

Full details are available in our [Compensation Policy](#).

#### 3.3 Our approach to repairs

A repair is work that is carried out to put right damage, defects, or significant deterioration. We will normally only replace or refurbish parts if a repair cannot be completed due to its condition or obsolescence.

Our aim is to provide our residents with easy access to our services through different routes to meet their needs and at a time and place to suit them.



## Reporting Repairs

In common with our other services we aim to make our reactive repairs service fully accessible to all who require to use it and as far as possible responsive to the individual needs of service users. Tenants may inform us that repair work is required by the following methods:

- i. **Telephone (including out of hours)**
- ii. **By letter or email**
- iii. **In person at Juniper House (08:45 – 17:15 Monday to Friday)**
- iv. **Facebook**
- v. **On the myFreebridge engagement platform**

During normal office hours all repairs can be reported via telephone by calling Freebridge. Routine repairs can also be reported at any time through online methods. Emergency repairs must be reported to us by phone via our Repairs Line. We are unable to guarantee emergencies will be attended to within the set timescales if residents report these in any way that is not a direct call into the Repairs Line.

We operate an 'out of hours' emergency service every day of the year. Out of hours emergency repairs must be reported by phone via our main contact number. Our service provider will raise the repairs to our Out of Hours emergency contractors. Emergency cover is also provided for heating, drainage, and lifts problems.

We provide a 7 day a week, 365 days a year out of hours repairs duty rota service. This means a Freebridge officer is on call and can be contacted by the out of hours emergency contractor when an emergency needs to be escalated, such as a major power failure outage to a block. For life-threatening emergencies such as a fire, please call 999 in the first instance.

Residents can also report a repair in person to any member of staff. This member of staff will then make sure it is properly reported.

We encourage all residents to report repairs as soon as possible. This allows us to prevent further damage, reduce costs and maximise resident satisfaction.

Where staff have reason to believe there are concerns for a resident's wellbeing in relation to a repair call, we take appropriate action in accordance with the relevant policies, such as safeguarding and domestic abuse policies.

## Repair Appointments

All repairs, except communal repairs, are made by appointment with the resident. We aim to minimise the time between a request for a repair and its completion.

All appointment times for routine repairs will be confirmed with the resident prior to the appointment taking place. The appointment will be at a time and date convenient to the resident and the arrival times will be no less specific than the following:

Morning:	Between	08:00-13:00
Afternoon:	Between	13:00-17:00

In some circumstances it may be possible for our contractors or operatives to offer a narrower window of arrival, an early evening appointment or a Saturday appointment.

Residents will be informed about progress with their repairs through an agreed channel convenient to them including telephone, text messaging and email.

If we are unable to keep to an appointment the resident will be advised as soon as possible, and an alternative date agreed.

We expect residents to provide us with access to carry out a repair at the appointed time. If the appointment cannot be kept, residents are asked to inform us at the earliest opportunity. For a routine repair, in the first instance if there is no access and no contact from the resident, and after all methods of contact have been exhausted, the job order will be closed. If the repair is an emergency and access cannot be gained via the tenant, then a forced access will be considered in line with our No Access process. This will be as a last resort after exhausting all methods for contact.

In cases where a repair can be more cost effectively carried out as part of a programme of planned or cyclical works, we will consider this option and inform residents accordingly. It will then be referred to the appropriate team. Temporary repairs, or those making a property safe until such time as a full repair can be scheduled, will be undertaken at the time of the initial visit.

## **Rechargeable Repairs**

As a general rule we will carry out repair work for which we are responsible in accordance with the terms of the tenancy agreement. However, Freebridge are not required to repair damage to any property that is not the result of 'fair wear and tear' even if it is the result of an accident. Residents may repair any such damage at their cost or ask Freebridge to quote and then, if accepted, undertake the repair. Freebridge will recharge residents for repairs that are not deemed Freebridge's responsibility. It would be expected that all costs are paid in advance, except where works are required for health and safety reasons, or where failure to act could damage the structure of the property or an adjoining property further. A copy of the repair responsibilities of Freebridge and that of tenants is attached to this policy at Appendix A.

## **Pre-Inspections**

As an organisation we understand the need for our staff, as applicable, to undertake assessments on our properties in order to determine appropriate repair action to be taken. Our staff are trained and provided with guidance on the various types of scenarios that may require a pre-inspection. Pre-inspections are generally raised as a result of requests for follow-on work or complex repairs that need additional resource to diagnose. If a pre-inspection is required this will not alter the overall priority timescales we set ourselves to complete a repair.

In general we will pre inspect the following types of scenario:

- Any reported structural defect that has the potential to cause harm or deteriorate rapidly
- Reports of condensation, damp or mouldy conditions
- Reports of works constituting a potential breach of HHSRS
- Requests for major plastering repairs
- Request for new fencing, boundary queries, trees or garden drainage problems
- Works associated with Aids and Adaptations or Disabled Facilities Grants
- Repairs which may require input from external parties e.g. Local Planning, Highways, Anglian Water
- Reports of defective or broken appliance such as a bath or sink unit.
- A complex repair which cannot be diagnosed from the information provided by the tenant
- A repair that may have been caused as a result of damage by the tenant for which the tenant may be charged

## **Post-Inspections**

Freebridge has clear values to provide high levels of customer service through all the services we deliver for our tenants and we appreciate that the repairs service is viewed as one of the most important in terms of tenants' expectations and financial cost. As a result, our staff will carry out a number of post repair inspections to ensure that the quality of repairs completed on our properties are of a high standard and that our preferred contractors are providing us with a value for money service. We will carry out a number of post quality inspections upon completion of a repair to ensure that the quality continues to be of a high standard and the invoice value is acceptable under our contractual arrangements.

We will undertake to complete a suitable number of post inspections based on complexity and number of repairs undertaken, via random sample of all completed responsive repairs or escalation via our supervising team.

As a standard we will also post inspect 100% of repairs that meet one of the following criteria:

- Void property
- Aid and adaptation or works associated with a Disabled Facility Grant's
- Planned and cyclical maintenance works
- When a complaint has been made under our Complaints Policy.
- Disrepair
- Non heating out of hours emergency repairs
- Treatment for severe damp and mould (every 6 months)
- Loss of service e.g. water or electricity

## **Supported housing and vulnerable residents**

We recognise that the needs of residents living in our sheltered or supported housing schemes are different and that we also have vulnerable residents living in our general needs housing. At our discretion we may tailor the repairs service offer to these households when appropriate. We can also support residents with mobility or health needs access funding for adaptations to their home to make it easier for residents to live there.

If a tenant's home already has adaptations, we have the same commitments to the repair and maintenance of these items as we do any other qualifying items within the home. Adaptations in our tenants' homes are qualifying items for responsive repairs, planned works, or cyclical maintenance depending upon the lifecycle of the adaptation. Definitions of these works are outlined in Appendix B.

We are committed to analysing every touchpoint of a repair for an exclusive and bespoke experience for all of our tenants, regardless of their personal situation or requirements. Freebridge do not approach repairs with a one-size-fits-all philosophy, but recognize the varying experiences of our tenants within and along the route to a repair being completed. Our commitment to continuous improvement and effective communication inform the way we approach each report of a repair requirement and we are passionate about our tenants' safety and comfort.

## **Communal repairs**

Communal repairs are carried out to entrances, halls, lifts, stairways, passageways, rubbish chutes, lighting, door entry systems and other parts provided for common use. They may also be carried out on fencing and to other external structures which are the responsibility of Freebridge as the landlord.

Some communal repairs in the same group of properties might be collated to be completed together (i.e., 'batched'). In such cases they would not be completed within the usual target. We will inform residents when we do this and the revised timescale for completion.

We will let the resident reporting the communal repair know the timeframe for completing the repair. We will communicate with all residents in the block on any delays to completing communal repairs and undertake surveys to check on resident satisfaction with the service.

## **Emergency Access**

When we require emergency access to a property and are unable to contact a resident, we will follow our No Access process. This may be in order to carry out essential emergency repairs, to remedy a serious health and safety risk, or where there is reason to believe the resident is incapacitated or has died in the property.

## **Resident considerations**

Freebridge staff are required to follow this policy when assessing all requests for repairs to be completed. However, where it has been identified that a resident has a need that directly impacts on their ability to carry out a repair themselves, or if there are circumstances, conditions or risks that would require a quicker response, we will assess the case on its merits, and may agree to carry out the repair on their behalf or as an emergency.

Freebridge will also provide relevant additional information regarding the resident to repair operatives prior to them attending; this is to ensure both the safety of the operatives and to make them aware of any special circumstances the resident may have.

All staff responsible for delivering our repairs services will do so with consideration for our **Domestic Abuse, Safeguarding Children and Young People, and Safeguarding Adults at Risk of Abuse or Neglect Policies**.

## **3.4 Service quality**

All staff delivering our repairs service whether employed or not by Freebridge will be identified as either direct staff or working on behalf of Freebridge and are expected to work in accordance with this policy. All our repairs' staff will demonstrate strong customer care skill and adherence to our Customer Charter at all times.

We invite residents to contact us where they feel service standards have not been met. If the resident wishes to raise a complaint this will be dealt with in line with the Complaints and Compliments Policy and any lessons learnt fed back to the business for review.

### **Completing repairs on the first visit**

We aim to complete repairs on the first visit and will monitor our performance against this measure. Sometimes, during a repair, additional works might be required. We have procedures in place to ensure the repair is completed within our target timescales and to the satisfaction of the resident. If a further appointment is required, this will be confirmed with to the resident before the repair operative leaves site. In cases where this is not possible residents will be notified within 48 hours of when the work will be completed. This may be due to ordering specialist parts or requiring a secondary contractor to attend.

### **Resident and staff behaviour**

Freebridge operates a code of conduct for our own staff and external contractors who carry out repairs on our behalf. In addition, we take seriously any action by residents who harass or threaten to harass or use violence towards Freebridge staff, agents or contractors. We always take action to protect our staff where such circumstances arise. In extreme circumstances this may involve police action.

We also take any reports of staff or contractor misconduct seriously and will investigate any allegations of this nature.

### **3.5 Insurance**

We are responsible for insuring the properties which we own. Any works that Freebridge is obliged to carry out as the landlord may be covered by the building's insurance.

Residents are responsible for insuring their own contents by way of a contents insurance policy. Freebridge will not be responsible for personal items damaged due to a repair being required.

### **3.6 New build properties**

Most works carried out as part of new build or improvement contracts are covered by a defects liability period (DLP). This starts from the date of practical completion for the building or block (and not from the date of occupation of the property).

The defects liability period can vary but is usually:

- vi. 6 to 12 months for any defect (including electrical and mechanical works)
- vii. 24 months can be procured on some contracts

Please note that the above period not only varies, but can depend upon the form of contract and type of defect referred to. Defects may also be covered under Latent Defects, and in such cases will be dealt with via that route.

Residents should contact FCH before undertaking any works to new properties themselves to ensure that any warranties in place will not be invalidated.

Residents should report repairs for new or improved properties in the same way for any other repair. These repairs are passed to the relevant department who will liaise with the resident.

Private Sale and Shared Ownership Leaseholders should report defects to Freebridge in the first instance but can also claim via warranties offered by NHBC/Premier (or similar)

Building Warranties cover standard defects for the first 2 years and major (usually structural) defects for the remainder of the policy. A standard warranty lasts 10 years and Freebridge aim to procure an extra 2 years cover on most new developments (where possible – noting some warranty providers only offer 10-year cover).

Some defects, such as design, product failure or workmanship faults happen after the liability period. Where we can demonstrate that it is a latent defect, the original contractor may be liable to carry out remedial works or exercise warranties offered by the NHBC (National House Building Council) to carry out works for some elements. In this instance we will ensure that the impact on the resident is as minimal as possible whilst we are establishing liability and seeking recovery from the relevant party.

For leasehold properties, responsibility for gathering evidence around latent defects inside the property lies with the leaseholder.

### **3.7 Managing Agents**

For properties for which the responsibility to carry out the repair does not lie with either the resident nor Freebridge, staff will pass on the details of said repair to the relevant party and liaise to ensure its satisfactory completion.

## **4. Equality and Diversity**

We are committed to eliminating all forms of discrimination against Residents. We will design and deliver our repairs service to remove barriers and meet the individual requirements of Residents, for instance those who are vulnerable or disabled.

We will ensure that this policy is applied fairly and consistently. We will not directly or indirectly discriminate against any person or group of people. This policy can be translated or provided in alternative formats such as Braille, large print, audio, or Easy Read upon request.

## **5. Value for Money**

We aim to deliver an efficient and effective business, demonstrating value for money to our residents with a high standard of service delivery provided at reasonable cost. We have a range of mechanisms in place to demonstrate and improve our service delivery, including benchmarking cost and performance data; market testing of the responsive repairs service against other housing associations and external providers; and undertaking internal business reviews.

## **6. Resident Involvement & Monitoring**

Feedback from residents on the quality of the service received is important to us to help in the continuous improvement of this service.

We are committed to working in partnership with our residents to achieve improvements in service delivery and performance. We will do this by tracking and analysing the performance of the repairs service and contractors who deliver it and by working with residents through a range of involvement initiatives, including: repairs satisfaction surveys; repairs and maintenance forums; and resident engagement groups to identify areas for improvement and monitor the delivery of action plans.

## **7. Communication of Policy**

The Responsive Repairs Policy and all related documents are stored in the corporate policies and procedure folder on Freenet and are available to all staff. New staff should be given the policy and

procedures and their responsibilities in respect of delivering repairs to Freebridge Community Housing residents.

## 8. Review

This policy will be reviewed regularly and in accordance with our policy review schedule unless changes in legislation or regulations require an earlier review.

We will seek feedback from tenants about the operation of this policy through regular satisfaction surveys and any other appropriate method.

## Appendix A – Freebridge Housing Repair Responsibilities

Repair	Freebridge	Tenant
The structure of your home including the roof, outside walls, doors, windows and windowsills.	✓	
Gutters, down pipes and drains	✓	
Boundary fences and walls (as qualifying according to our Fencing Policy), and steps used to access and exit the property.	✓	
Boundary fences and walls (as non-qualifying according to our Fencing Policy)		✓
Existing central heating, water heaters and fires (where provided by us)	✓	
Electrical repairs (not including provision for providing sockets for additional electrical appliances).	✓	
Repairs to the gas installations such as boiler and pipework (not including appliances)	✓	
Inside walls, floors, and ceilings	✓	
External doors, letter boxes (when installed by us) skirting boards, window catches, sash cords and window frames	✓	
Chimney stacks and flues	✓	
Banisters	✓	
Kitchen units, wall tiling, air vents and extractor fans	✓	
Showers (where provided by us), sinks, toilets, and baths	✓	
Pest control	✓	
Bathroom flooring and wall tiles	✓	
Persistent issues with drainage/removal of wastewater effecting a communal drainage system or property	✓	
Removing severe mould stains from walls and ceilings	✓	
Internal decorations (minor patch repairs may be undertaken after a leak)		✓

Repairs to small cracks in plaster or woodwork		✓
Repairs to furniture, appliances, or floor coverings (e.g. carpets, lino, tiles, wooden floors) excluding kitchens/bathrooms or where we have provided furniture or appliances as part of the let.		✓
Replacing light bulbs, fluorescent tubes, starters or fuses		✓
Replacing smoke alarm batteries		✓
Replacing toilet seats, shower heads, hoses and plugs for sinks and baths		✓
Installing additional locks or other security features or replacing keys and changing locks if you are locked out as <i>an emergency</i> (rechargeable repair)	✓	
Installing additional locks or other security features or replacing keys and changing locks if you are locked out.		✓
Garden, loft or basement clearance and cleaning (exception: service charge)		✓
Dividing fences		✓
Repairs to any items that have been damaged by you or your guests		✓
Repairs to any appliances, fixtures and fittings you've installed yourself (e.g. gas cooker, carpets, furniture, etc.)		✓
Garden sheds		✓
Shower curtains		✓
Internal doors and handles		✓
Sink/toilet blockages except where this is a recurring repair		✓
Security locks, where you have lost your keys (rechargeable repair)	✓	
Unblocking waste pipes within your property		✓
Unblocking toilets		✓
Unblocking toilets (rechargeable repair)	✓	

We recognise that we have obligations under the Fitness for Human Habitation Act 2018 and Housing Act 2004 and the Environmental Protection Act 1990 to deal with certain cases of condensation and damp, these will be addressed following completion of a surveyor's inspection or receipt of an expert's report.

In some circumstances we may undertake repairs which would be a resident responsibility at our discretion without recharging for residents living in care and support or sheltered schemes or other vulnerable residents in general needs housing.



## **Appendix B – Definitions**

**Responsive Repair:** A repair job undertaken on an ad hoc basis when a customer notifies Freebridge of an item that is faulty. For example: a kitchen drawer that does not shut properly.

**Planned Works:** These are works undertaken where an item is identified that cannot be repaired and/or requires replacement, for example where an item has been repaired before and is now no longer able to be repaired, or when a component has come to the end of its notional life i.e. total kitchen replacement.

**Cyclical Maintenance:** These are preventive works carried out on a regular basis to maintain the general condition of the home or communal area, such as external redecoration, checking and repairing guttering etc.

### **Repair responsibilities of leaseholders and shared owners**

Usually, leaseholders and shared owners are responsible for all internal repairs to their home at their own expense. This often includes items such as the glass in the windows and the window handles and locks.

Repairs affecting leasehold properties will be carried out in accordance with the terms of the individual lease and Section 20 of the Landlord and Tenant Act 1985 and recharged appropriately.

The law requires that leaseholders paying variable service charges must be consulted before a landlord carries out qualifying works or enters into a long-term agreement for the provision of services. We will send out a notice of intention to carry out work in those instances where a consultation is required.

## Contract Management Policy: 63 (Added: 20/12/23) Accountable Director: Resources & Deputy Chief Executive

### Policy Statement:

Through this Contract Management Policy, Freebridge provides a clear and standardised approach to managing and administering contracts for goods, services and works purchased from suppliers.

By undertaking Contract Management, Freebridge will ensure:

- Business needs are achieved.
- Standard approach is undertaken.
- Compliance with legislative and administrative arrangements.
- Support the objectives of the Association's Procurement Strategy.
- Contracts are managed in a manner that facilitates business delivery while minimising risk.
- Contracts are managed maximising financial and operational performance.
- All staff are adequately skilled and trained and understand their roles and responsibilities under the contract.

### Procedural Guidance:

#### 1. What is Contract Management?

1.1 Contract Management enables Freebridge Community Housing (*The Association*) and their suppliers to meet their contractual obligations at an agreed cost and quality by monitoring the contract throughout its lifecycle. Circumstances may change over the life of a contract, so contract management also involves managing changes and variations in terms of scope, terms, and prices. It also enables appropriate contract forward planning to ensure the Association achieves its objectives and that procurement takes place in a structured way in compliance with the law.

#### Why is contract management important?

1.2 The effective management of Contracts with suppliers is essential to Freebridge Community Housing in maximising the benefits and achieving its corporate objectives. These benefits can be summarised as follows:

<b>Benefits of Contract Management</b>	
<b>Business Benefits</b>	<ul style="list-style-type: none"><li>• Maximises outcomes to Freebridge Community Housing and our customers (i.e., our Association "gets what it is paying for") by managing supplier performance, maintaining quality, improving productivity, and identifying opportunities for improvement and innovation.</li></ul>

<b>Value for Money</b>	<ul style="list-style-type: none"> <li>• Enables savings and benefits opportunities identified during the procurement or contract management process to be realised, whilst also ensuring the achievement of expected procurement outcomes.</li> <li>• Enables further benefits through ongoing performance reviews, service improvements, supply chain improvements, innovation, etc.</li> </ul>
<b>Risk Management</b>	<ul style="list-style-type: none"> <li>• Reduces contractual risks through robust contract management practices.</li> <li>• Ensures Freebridge Community Housing is also aware of, and complies with, its own contractual and legislated obligations.</li> </ul>

## 2. Scope

2.1 Whilst this Policy commences in the Post-Contract-Award stage of the Procurement Lifecycle, as part of the tender process the Contract Management Plan will start to be developed. This can be found within the Procurement area on Modern SharePoint. The Pre- Contract Award stage is covered by the Association's Procurement Procedure and Procurement Guidance for Staff available within the Procurement area on Modern SharePoint. This Contract Management Policy applies to all Freebridge Community Housing staff and contractors that are involved in the management of supplier Contracts on behalf of Freebridge Community Housing.

2.2 This Policy applies to all Contracts and any other documents that create legally binding obligations on Freebridge Community Housing for the procurement of goods, services and works which may include procurements which are simple in nature and low risk. Further, it applies to a Contract until all contractual obligations have been completed.

2.3 The following are excluded from this Policy:

- Employment contracts,
- Non-binding Memoranda of Understanding,

## 3. Definition of Terms

<b>Term</b>	<b>Meaning</b>
<b>Contract</b>	An agreement, exchange of letters, heads of agreement, deeds of agreement, binding memorandum of understanding, response to tender, grant application, trust deed and any other document which creates, or which may create binding obligations on Freebridge Community Housing and on the other party / parties to the contract
<b>Contract Management</b>	Refers to all activities at the commencement of, during and after the contract period, to ensure that all contractual obligations have been completed.
<b>Contract Owner</b>	The Freebridge Community Housing staff member who is ultimately accountable for the outcomes of the contract is the Director whilst the Head of Service has responsibility for the contract. The Head of Service with the Delegated Authority approves contract variations, including extensions, as well as appointing the Contract Manager.
<b>Contract Manager</b>	The Freebridge Community Housing staff member nominated to be responsible for the management of the administration and management of a contract.

<b>Contract Register</b>	A register maintained for all procurements
<b>Contract Variation</b>	Is an addition or alteration to the original contract and may include a change to the scope of the contract, value of the contract, the contract options to be exercised, contract prices and quantity purchased.
<b>Contractor</b>	The supplier or the service provider (the other party) under a contract.
<b>Value of a Contract</b>	The value of a contract is whichever of the following values (excluding VAT) is appropriate to the kind of contract concerned: <ul style="list-style-type: none"> <li>• The total estimated value of the project, or</li> <li>• The total estimated value of the goods, services or works over the term of the contract including any extensions.</li> </ul>

## 4. Contract Management

### 4.1 Function of Contract Management

The function of contract management is the management of Contracts formed with Contractors to ensure delivery of goods, services, and works as agreed over the life of the Contract.

The management of a Contract may extend beyond the current term of the contract when there are ongoing obligations associated with maintenance agreements, warranties and guarantees.

### 4.2 Stages in the Contract Management Life Cycle

Stage 1 - Contract Commencement: How to initiate and plan the contract management process

Stage 2 - Contract Management: How to manage and administer contracts

Stage 3 - Contract Close Out: How to close and transition contracts

**Stage 1 - Contract Commencement** - starts before a contract is signed.

- Successful Contract Management is highly influenced by activities performed prior to the contract award.
- Ensuring that contract terms, conditions, scope, and deliverables, KPI reporting and relationship management are clearly established in the signed contract and understood by all parties, is fundamental for effective Contract Management.

**Stage 2 - Contract Management** – runs until formal closure.

- Properly managing supplier performance with respect to outcomes and deliverables clearly specified and agreed in the contract will help ensure Freebridge Housing Community and its customers obtain the business benefits and value for money within target timeframes.

**Stage 3 - Contract Closure** – the formal conclusion

- The contract close-out is the stage for closing-out Contract obligations and liabilities with suppliers.
- It may also include transitioning to another supplier for the goods, services or works.

### 4.3 Mandatory Requirements applying to contracts.

The following minimum requirements apply to all Freebridge Community Housing contracts:

- a) Staff must adhere to the Association's procurement policies, procedures, and processes, specifically the Contract Management Procedure.
- b) Specific contract details must be entered into the Association's Contracts Register - which is updated by the Senior Administrator Procurement, Insurance & Risk.
- c) A Contract Manager must be appointed by the Contract Owner.
  - The Contract Manager may manage a contract valued at more than their level of financial delegation. However, the Contract Manager must not approve or incur expenditure on goods, services or a project valued at more than their level of financial delegation. Note, this also applies to any changes (variations) to the original price of procurement.
- d) Developed and recommended Contract Templates must be used.
  - Staff must always use the Association's developed and recommended contract templates, or recognised suite of templates.
  - Specific advice should be sought from procurement during the planning stages to determine the appropriate terms and conditions that should apply.
- e) All Contracts must include appropriate clauses in the areas of:
  - Work Health & Safety.
  - Quality Assurance.
  - Environmental.
  - Financial Capability.
  - Insurance.
  - Industrial Relations.
  - Performance.
  - GDPR.

That allow and support contract compliance and risk management, with having regard to project value, requirements, and complexity.

- f) All Contracts must include appropriate Commercial clauses in the areas of:
  - Payments and Retentions (or security)
  - Price Adjustments.
  - Delay to Completion (or delivery); and
  - Processes to Resolve Claims and Disputes.

That allow managing or regulating variations to the original contract, having regard to project value, contract requirements and complexity.

- g) Obtain all relevant approvals and licenses prior to commencement: of the contract planning and engagement (entering into a contract).

h) Contract performance of all contracts must be regularly monitored, evaluated, and reported.

- This is required at least annually over the term of the contract, and upon completion and upon conclusion of a contract.
- Complete and document performance evaluations

#### **4.4 Contract Variations**

All Contract Variations must be approved in writing in accordance with the contract and be approved by the appropriate delegate to reflect the change.

#### **4.5 Role of Contract Manager**

The responsible Contract Owner assigns the day-to-day management of a contract to the Contract Manager.

The Contract Manager has many and varied responsibilities in undertaking the day-to-day management of a contract. Some key responsibilities are outlined in section 5. Responsibilities below.

For the purpose of this Policy, staff that are responsible for managing procurement that is simple in nature and low risk, will be considered a Contract Manager. Therefore, staff must manage all related legally binding obligations on the Association in an appropriate manner in accordance with this Policy.

### **5. Responsibilities**

Position Responsibility

Employees

- Are responsible for managing contracts they are given in accordance with the Associations Contract Management Framework and in a manner that is appropriate for the complexity and risk of the procurement activity.

Procurement

- Development of the Contract Management Framework.
- Maintaining the Associations Contracts Register and appropriate disclosure of Contracts.

Directors, Heads of Service & Managers

- Contract owner
- Facilitation and oversight of contracts on the contracts register within their respective portfolio.
- Assigning the day-to-day management of a contract to a Contract Manager according to the level and complexity of a contract.
- Completion of the Contracts Management Plan

Contract Manager

- Day-to-day management of assigned contracts.

- Clearly defining in contracts, the performance standards, review mechanisms and deliverables required from contractors.
- Ensuring contracts are managed in compliance with approved policies, procedures and processes and all client obligations contained in contracts are fully satisfied.
- Measure and report to the relevant Contract owner on performance of their contracts on a regular basis
- Use KPIs and data efficiently to incentivise good performance from suppliers.
- Administer contracts proactively and efficiently, making maximum use of benchmarking and performance measurement data.
- React quickly to issues when they arise.
- Ensure KPIs and incentives are appropriate and proportionate to the contract.
- Challenge KPIs and incentives regularly and where appropriate, ensure a mechanism to change and evolve them throughout the life of the contract.
- Highlighting any concerns about performance under the contract to the Contract Owner and Procurement.

## Freebridge Strategies

In order to deliver these policies, Freebridge has the following key strategies namely:

- Corporate Strategy 2021 - 26
- Homes and Community Maintenance
- Development
- Procurement
- Value for Money
- Treasury Management
- Customer Influence Plan
- Customer Charter