

## PART TWO

### PRINCIPLES OF THE AGREEMENT BETWEEN THE COUNCIL AND THE LANCASTER WEST MANAGEMENT ASSOCIATION LIMITED

#### 2.1 Parties to the Agreement

- 2.1 a This Agreement is between the Royal Borough of Kensington and Chelsea Council (referred to as the Council throughout this Agreement) and the Lancaster West Management Association (referred to as the LWMA throughout this Agreement)
- 2.1.b The Council is the Local Housing Authority with the powers and duties given to it by Part II of the Housing Act 1985.
- 2.1.c The LWMA is a society registered under the Industrial and Provident Societies Act 1965. Details of the operation of the Society can be found in Part Three of this Agreement, and the Rules are attached as Appendix A.

#### 2.2 The Property

- 2.2.a The property which is the subject of this agreement is detailed in Appendix B.
- 2.2.b The Council remains the freehold/leasehold owner of the property.

#### 2.3 Aims of the Agreement

- 2.3.a The Parties entering into this Agreement do so with a commitment to work together to achieve efficient, high quality management of the Property, carried out with a high level of tenant involvement and local decision making.
- 2.3.b The Council will provide information about the role of the LWMA and the Board throughout the Authority. The Council will promote good working relationships between the Council and the LWMA and any Council departments whose co-operation is necessary to ensure that the duties delegated under this Agreement can be carried out.
- 2.3.c The Council shall determine minimum standards of housing management performance for the Authority as a whole. The LWMA shall carry out its responsibilities within this framework, but have sufficient autonomy and flexibility to determine local policies and standards.

#### 2.4 The Appointment of the LWMA as Managing Agent

- 2.4.a Using the powers granted to it by Section 27 of the Housing Act 1985 (as amended by Section 10 of the Housing and Planning Act 1986) the Council appoints the LWMA as managing agents for the Property from START DATE until this Agreement is ended in the manner provided for in Part 5 of this Agreement.
- 2.4.b The LWMA assumes the responsibilities delegated to it under the terms of this Agreement.

2.4.c The LWMA and this Agreement have been approved by the Secretary of State of the Environment under Section 27 of the Housing Act 1985.

2.5 Principles of delegation of Responsibilities

2.5.a The Council retains the statutory rights, obligations and duties in respect of the Property which are not delegated to the LWMA as part of this Agreement.

2.5.b The Council remains the landlord of dwellings on the Property, and the status of tenancies will not be changed by virtue of this Agreement.

2.5.c The LWMA shall not delegate or assign any of the responsibilities or rights granted by this Agreement to any other organisation.

2.5.d The Council shall not delegate or assign any of the responsibilities it retains in respect of the Property to any other person or body without the LWMA's written consent.

2.5.e The Council shall supply the LWMA with a list of the main statutes which govern the responsibilities delegated in this Agreement. The Council shall ensure that the LWMA is advised of changes in legislation which will affect its obligations under the Agreement.

2.5.f In acting as the Council's Managing Agent, the LWMA shall not allow anything which may prejudice the Council's rights as landlord of the Property, without the prior written consent of the Council. This includes the erection or demolition of property, the acquisition or disposal of dwellings, the unauthorised use of the Council's legal title and the initiation of legal proceedings with regard to property or land in the ownership of the Council.

2.6 Equal Opportunities

2.6.a The parties entering into this Agreement shall operate and monitor policies on equal opportunities (see Part Eight of this Agreement).

2.7 Training for Board Members

2.7.a The LWMA shall ensure that all Board members undertake a programme of training to enable them to carry out their responsibilities under this Agreement.

2.7.b The Council shall provide training for Board members as requested by the LWMA.