

# POLICY & PROCEDURAL HANDBOOK

MAY 2020

DEVELOPING HOMES AND CREATING OPPORTUNITIES  
FOR PEOPLE WITHIN WEST NORFOLK



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

The last review took place in: May 2020

The next review will take place in: December 2022.

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

This document has been updated as at 31 October 2022, pending a full review.

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# Freebridge's Mission

**'Developing Homes and Creating Opportunities for People within West Norfolk'.**

## **The Freebridge Vision: Supporting a Better West Norfolk**

### **Strategic Goals**

**More and diverse homes to meet the needs of a wider group of people**

**Delivering a high performing housing service**

**Empowering people to be the best they can be**

## Section 1: Increasing Satisfaction

**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.

**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

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

These procedures shall be subject to a periodic review to ensure that they continues to reflect best practise, as well as relevant legislation and regulatory requirements.

## Compensation Policy: 2 Accountable Director: Chief Executive

**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.

### 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 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';

<b>Defect</b>	<b>Maximum Response Time (working days)</b>
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

<b>Situation</b>	<b>Payment/Calculation</b>
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 Impact	High
None	£0	£0	£0	£0
Partial	£0	£25	£175	£250
Full	£10	£50	£250	£500

**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.

**Policy Statement:** We will rectify problems promptly, efficiently and sensitively. 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.
- 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 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 **5 working days of receipt** the complainant will receive direct contact from the Customer Complaints Team, followed by an acknowledgement letter and leaflet.
- Within a further **4 working days (a total of 9 working days from original receipt)** and following investigation, the Customer Complaints Team will again make direct contact with the complainant to discuss the findings of the investigation to date.
- Within a further **1 working days (a total of 10 working days from original receipt)**, the complainant will receive a full response.

When the investigation takes longer, the complainant will be kept fully updated of progress; in any event this will not exceed a further **10 working days** without good reason.

The Customer Complaints Team will carry out an investigation into the complaint, in conjunction with the appropriate service manager.

As part of the investigation process the Customer Complaints Coordinator will make direct contact with the complainant 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 Coordinator must ensure that they have engaged with the complainant to fully understand their concerns before a conclusion is reached and the Stage One outcome letter is sent. Where the complaint concerns, or involves other members of staff, then the Coordinator must also engage with each member of staff.

The Customer Complaints Team will then write to the complainant 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 3 working days of receipt of a request to escalate** the complainant will receive direct contact from the Customer Complaints Team, followed by an acknowledgement letter and leaflet.

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

As part of the investigation process the relevant Director must make direct contact with the complainant 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 Director must ensure that they have engaged with the complainant 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 Director must also engage with each member of staff.

The Director will write to the complainant with their final decision **within a further 17 working days, or a total of 20 working days** of Freebridge being asked, and agreeing, to escalate the complaint to this stage.

When the investigation takes longer, the complainant will be kept fully updated of progress; in any event this will not exceed a further **10 working days** without good reason or without the complainant's agreement.

Where the complaint relates to debt advice or our other Financial Conduct Authority regulated activities this update will take the form of a final response letter which will be sent to the complainant **within eight weeks** of the complaint first being received.

### **Further options**

If a complainant remains unhappy with the response following the second stage of our process, they can take their complaint to the Housing Ombudsman, their address is:

Housing Ombudsman Service  
PO Box 152  
Liverpool  
L33 7WQ

0300 111 3000 [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk) [www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)

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.
- Customer Survey's.
- 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: Housing

**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 staff from any abusive behaviour, unnecessary distress and requests that waste Freebridge's time.

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 staff.

Delivering an excellent customer service is a priority for our employees and in doing so we do not expect our staff 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 staff.

#### 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 Housing 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 Housing 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 Housing 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 Senior 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 Senior 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 Management 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 its 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:** 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 procedures to help us comply with our legal obligations to tenants, employees and visitors under the Regulatory Reform (Fire Safety) Order 2005 (RRFSO).

We are committed to taking all reasonably practicable steps to ensure the health, safety and welfare of all persons who may be affected by our activities.

### **Procedural Guidance:**

#### **We shall:**

- Develop arrangements to minimise the risk to human life associated with fire.
- Reduce the risk of an outbreak of fire.
- Reduce the risk of the spread of fire.
- Provide adequate means of escape.
- Demonstrate preventive action.
- Maintain documentation and records in respect of fire safety management.
- This Fire Safety Policy also forms part of the Freebridge general [Health and Safety Policy](#).
- Meet the legal requirements of Regulatory Reform (Fire Safety) Order 2005.

#### **Responsible person:**

Director of Property responsible for;

- Fire safety.
- Safety of tenants, employees and visitors to offices/housing stock.
- Will ensure competent persons are appointed to carry out Fire Risk Assessments on;
  - Sheltered Schemes.
  - Communal areas.
  - Offices.
  - Community hubs; and
  - Property Services Buildings.

#### **Competent Persons:**

- Carry out risk assessments.
- Advise Fire Marshals.
- Provide training for Fire Marshalls and Wardens.
- Analyse effectiveness of fire drills when required.
- Test fire extinguishers.
- Test emergency lighting.

#### **Fire Marshals and Wardens:**

Required to:

- Carry out weekly testing of fire alarms.

- Making contact with 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.

## **Documentation and Records**

- This Fire Safety Policy (Corporate Intranet)
- Fire evacuation procedures (displayed throughout)
- Copies of all risk Fire assessments (Corporate Intranet)
- Records of all fire training (Human Resources)
- A record of all fire drills (hard copy on site)
- Records of weekly tests of fire alarms, final fire exits (hard copy on site)
- Record of annual inspection and testing of all firefighting equipment (on site)
- Records of periodic tests of emergency lighting (Open-housing or on site)
- Records of all scheduled and unscheduled maintenance of fire detection and alarm systems (hard copy on site)
- Records of site inspections, risk assessment and maintenance of workplace and electrical equipment (Corporate Intranet)
- Records of any unwanted alarm activations and action taken (hard copy on site)
- Plans of the Buildings (hard copy 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.
- Fire safety briefing for all new employees.
- Information for tenants will be provided at sign up and via leaflets or Freebridge Streets Ahead.
- 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:**

- Practice 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.
- Maintain all escape routes in good working order and free from obstruction and combustible materials at all times.

- Provide firefighting equipment, including:
  - Fire extinguishers.
  - Fire blankets (where needed).
- Regularly service all fire equipment and it will be 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 at all times.
- 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**

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.

**1. Policy Statement:** The promotion of effective health and safety practice is the responsibility of all staff, with clearly defined responsibilities and to ensure that it is appropriately resourced. All staff 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.

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 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 employees 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

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 senior Management Team of Freebridge; and
- Further delegates the performance of tasks required to meet these responsibilities, as appropriate.

The Chief Executive and senior Management Team are committed to working with employees 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 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.

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 shall:**

- Establish health and safety responsibility as a primary function of all staff, with clearly defined responsibilities (see overleaf) and to ensure that it is appropriately resourced to maintain Health and Safety standards.

- Provide all staff with the necessary information, training, instruction and supervision to enable them to carry out their duties in a safe and effective manner.
- Provide staff with adequate welfare facilities, as well as safe systems of work methods, work areas, premises and plant, including safety equipment.
- Safeguard employees, tenants, visitors, contractors and the general public from any hazards and/or activities resulting from the use or disposal of substances, processes or equipment from Freebridge operations or instructions.
- Provide employees 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 programmes 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 staff 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 levels of employees on matters of Health, Safety and Welfare through the Health and Safety Committee.

## Responsibilities

<b>The Board</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.
<b>The Chief Executive</b>	Overall responsibility for the implementation of this policy and strategy.
<b>The Director of Corporate Services and Culture</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.
<b>The Health &amp; Safety Manager</b>	Responsible for: <ul style="list-style-type: none"> <li>• The provision of timely health &amp; safety advice</li> <li>• Providing expert input into health &amp; safety inspections, audits, reviews and investigations</li> <li>• Supporting the organisation in the production and maintenance of policy and procedure.</li> <li>• Providing assurance on all health and safety related matters</li> </ul>
<b>The Health and Safety Committee</b>	Influence the development of health and safety policy and promote co-operation amongst staff in instigating, developing and monitoring health and safety measures including the review of accident statistics and trends.
<b>Managers</b>	Responsible for ensuring that policies are enforced and the health, safety and welfare of staff remains at the forefront of the planning and organisation of work.
<b>All staff</b>	Have a responsibility to: <ul style="list-style-type: none"> <li>• Co-operate with management on health and safety matters</li> <li>• Not interfere with anything provided to safeguard their health and safety</li> <li>• Take care of their own health and safety</li> <li>• Report all health and safety concerns to their manager</li> <li>• Use all tools and equipment in accordance with the training provided and to report anything which may present a danger to themselves or others.</li> </ul> Deliberate or negligent breaches of this responsibility may result in disciplinary action being taken.



<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>
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## **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 staff, customers and members of the public. Matters connected with the health and safety of our customers, including the management of contractors, is covered in the policy on [Tenant safety](#), which forms part of the Tenant Handbook.
- 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 Health and Safety Manager 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 Human Resources Department shall:

- Collate information on all accidents and incidents provided by staff 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 staff 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 staff, 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.

## **Occupational Health**

The Human Resources department **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

Staff 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, staff receive the required training from a competent person.
- HR 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. HR will support managers in this process.

**We shall:**

- Provide accredited training, as appropriate, for those managers and staff 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 employees, with consultation on health and safety matters at all levels; and
- Ensure that such matters are a standing item on management and staff 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 a senior member of the Management Team.

This 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 staff 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 external advisors.
- 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.

**Procedures**

There are a number of key procedures in place to ensure the effectiveness of our Health and Safety arrangements, listed below.

<b>Policy or Procedure</b>	<b>Reference</b>
Accident and Incident Investigation	FCH001
Asbestos Management Plan	FCH002
HIV and Blood Born Virus Procedure	FCH003
Control of Contractors Procedure	FCH004
Control of Hand Arm Vibration at Work	FCH005
Control of Substances Hazardous to Health (COSHH) x	FCH006
Display Screen Equipment	FCH007
Electricity at Work Protocol	FCH008
Event Safety Plan – Guidance and Checklist	
<a href="#">Fire Safety Policy</a>	FCH009
First Aid Procedure	FCH010
Heating Appliance Safety Policy	FCH011
Health & Safety Committee	FCH012
Health and Safety Training Matrix	
Health Surveillance Procedure	FCH013
Lifts & Lifting Equipment Procedure	FCH014
Legionella Protocol	FCH015
Lone Working and Personal Safety and appendices	FCH016
Manual Handling	FCH017
Mobility Scooters and Electrical Motor Bikes in Communal Areas Protocol	
Panic Alarm Procedure – Juniper House	
Permit to Work	FCH018
Personal Protective Equipment and Clothing	FCH019
Pressure Vessels	FCH020
Waste and Recycling	FCH021
Risk Assessments	FCH022
Silica Dust Control Plan	
Site inspections	FCH023
Snow & Ice	FCH024
<a href="#">Tenant Safety Policy</a>	FCH025
Violence & Aggression at Work	FCH026

## Whistleblowing Policy: 9

### Accountable Officer: Company Secretary

**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 [Information Communication Technology Policy](#), Financial Regulations, codes of conduct and disciplinary procedures. If appropriate, cases may be reported to the Police and/or taken through the courts.

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 Public Concern at Work (PCAW) on 020 3117 2520 or email them on [whistle@protect-advice.org.uk](mailto:whistle@protect-advice.org.uk) ( <https://www.pcaw.org.uk/contact-us/>) or
- You can call Mark Jones, a Partner of RSM Risk Assurance Services LLP, Freebridge's Internal Auditors, on (01908) 687800 or email him on [Mark.Jones@rsmuk.com](mailto:Mark.Jones@rsmuk.com)
- 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; or
- Mark Jones, a Partner of RSM Risk Assurance Services LLP, Freebridge's Internal Auditors, on (01908) 687800 or email him on [Mark.Jones@rsmuk.com](mailto:Mark.Jones@rsmuk.com)
- 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.

# Section 2: Appreciating Assets

**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:**

**We shall:**

- Enable our customers to continue to live independently in their homes and to enjoy a good quality of life through the provision of aids and adaptations, wherever it is feasible and cost effective to do so.
- Make available a dedicated budget each year for expenditure on aids and adaptations, to support the Local Authority's efforts to meet its obligations in this regard. We will spend up to the maximum authorised budget each financial year and we will continue to monitor and review the spend.
- Install minor aids and adaptations - up to the value of around £500 - through our normal responsive repairs service. This will be carried out without the recommendation of an Occupational Therapist, where there is a clear and pressing need for such work and at the discretion of the Director of Property. This is in line with the National Housing Federation and College of Occupational Therapists good practice guidance 'Minor adaptations without delay'.
- Install aids and adaptations over the value of £500 only on the recommendation of a qualified Occupational Therapist. We will, in addition to works formally referred through the Occupational Therapy section of the local Health Authority, Social Services or Care and Repair take a proactive approach to the installation of aids and adaptations; completing such works as the need for them is identified through our normal improvement programme consultation.
- Ensure that the availability of medical aids and adaptations is actively promoted to our tenants and that good quality advice and guidance on the provision of such works, including their options and the likely timescale for completion of the works, is available to them.

We have a responsibility to make best possible use of our existing housing stock, including any and all adapted properties.

**We shall:**

- Work closely with all teams to identify opportunities to proactively complete aids and adaptations where the need for such can be clearly identified and is supported. Where appropriate, this will be carried out on the advice of a qualified Occupational Therapist, including signposting and the use of assistive technology.
- Support and assist a tenant through the process of applying to the Local Authority for a Disabled Facilities Grant where the cost of the aids and adaptations work exceeds the prescribed amount (£500), or in respect of all work identified after the annual budget is expended.
- Allocate funds up to £125,000 per annum (to be match funded by the Local Authority) for major and minor works.
- Ensure there is clear distinction between projects funded by Freebridge and those that are to receive an allocation of Disabled Facilities Grant.
- Not make a contribution towards work funded by the Disabled Facilities Grant unless it exceeds the maximum grant available or would support the completion of decent homes works at the same time.
- Arrange for maintenance and certification of any equipment requiring such service, and may apply a service charge to the customer.

- Make maximum use of external financial resources to fund adaptations, for example through continued partnership working with the Local Authority, including an agreed Protocol.
- Continue to take an active role in compiling a countywide register of properties adapted for a person or persons with a disability linked to Homechoice register.
- Make every effort to allocate a vacant property with disabled facilities or adaptations to a tenant or applicant who can fully benefit from those features.
- Have regard to the longer-term letting value of properties when evaluating requests for adaptations requiring structural or other substantial works, and to refuse to undertake, or give consent for works, which may make the future letting of the property problematic.

Where the need(s) of the tenant household may reasonably be satisfied by the tenant transferring to more suitable accommodation provided by Freebridge or a partner social landlord, Freebridge reserves the right to refuse landlord consent for adaptation work to be carried out. This could include substantial and/or structural works, under occupation or unreasonable requests. In such a situation **we shall:**

- Seek to assist the transfer of a family / partner remaining in a substantially adapted or purpose-built property where the disabled person is no longer resident, perhaps through death or incapacity and where there is an identified need for the property. Freebridge may take legal steps in an attempt to enforce a transfer should the tenant household in this situation refuse to move.
- Take full account of any relevant legislation and Regulator for Social Housing (RSH) regulatory Guidance or directive.



**Policy Statement:** We shall seek to meet a wide range of housing need in the most efficient way, with managed risks.

Freebridge will ensure that it develops and acquires appropriate housing to meet the needs of the communities it serves. An affordable, safe and sustainable home is central to our mission, *'Developing Homes and Creating Opportunities for People within West Norfolk'*. This aspiration is central to the delivery of wider social policies and will contribute to *'a Better West Norfolk'*.

Freebridge will aim to meet most need through the management of its existing assets and identified development programme. These activities will need to be supported by other approaches that can broadly be described as 'alternative housing strategies'.

These arrangements do not attempt to specify what activities Freebridge shall or shall not undertake. Any opportunities shall be individually appraised, including financial and social implications, risk assessments, exit strategies and shall be demonstrated by evidence of need.

### **Procedural Guidance:**

#### **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.

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

**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 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:**

*Subject to revision – please refer to the Director of Property.*

## Home Ownership through Right to Buy/Right to Acquire Policy: 13

### Accountable Director: Housing

**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](#) and [Asset Management](#) policies. 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 principle 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.

**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: 16

### Accountable Director: Property

**Policy Statement:** Freebridge recognises the ever increasing threat to the environment and aims to protect this by promoting and practicing 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.

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, 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.

#### **Procedural Guidance:**

*Please refer to the Director of Property.*

**Policy Statement:** Freebridge shall endeavour to maximise the use of our housing stock and provide satisfaction to tenants 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 avoid financial hardship drive by 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 overleaf 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.

# Section 3: Community Focussed

**Policy Statement:** Freebridge shall provide fair and transparent allocations and lettings while adhering to legislation and meeting housing needs 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:**

#### **The Board shall:**

- Ensure that arrangements continue to meet relevant legislation and regulatory requirements, reflect best practice and Freebridge's overall objectives.

#### **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: 19

### Accountable Director: Housing

**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 places where 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 and 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.

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.

### 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.

**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, thereby realising our vision of "Supporting A Better West Norfolk". 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. Social cohesion and inclusion remain core objectives.

### **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.

**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 Community Development 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 Tenant Panel 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 practise 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.

**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 Asset Management 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

**Management 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 Tenant 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.

**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 observe signs 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 of 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
- As 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 and Communities, acting as Freebridge's Designated Officer and the Community Safety Manager 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 practices, 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 of 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 and Communities is the organisation's Designated Officer, with the Community Safety Manager 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 and Communities, acting as Freebridge's Designated Officer, and the Community Safety Manager 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 practises, 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 and Communities (Sophie Bates 01553 667725) and Community Safety Manager (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 [Information Communications Technology 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.

**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 and Council 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 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 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, 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, and there will be a much wider Tenant shareholding than just the Tenant Board members.

## **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 providing that there is no automatic material conflict of interest.

In exercising its discretion, the Board 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.

**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 Services is responsible for ensuring the appropriate issue of tenancies and the subsequent management of fixed term tenancies.

Members of Management Team have a responsibility 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.

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> </ul> <p>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</p>
<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>

Tenancy Type	Who will this be offered to
<b>Assured (Transferring)</b>  PERIODIC	<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>
<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.

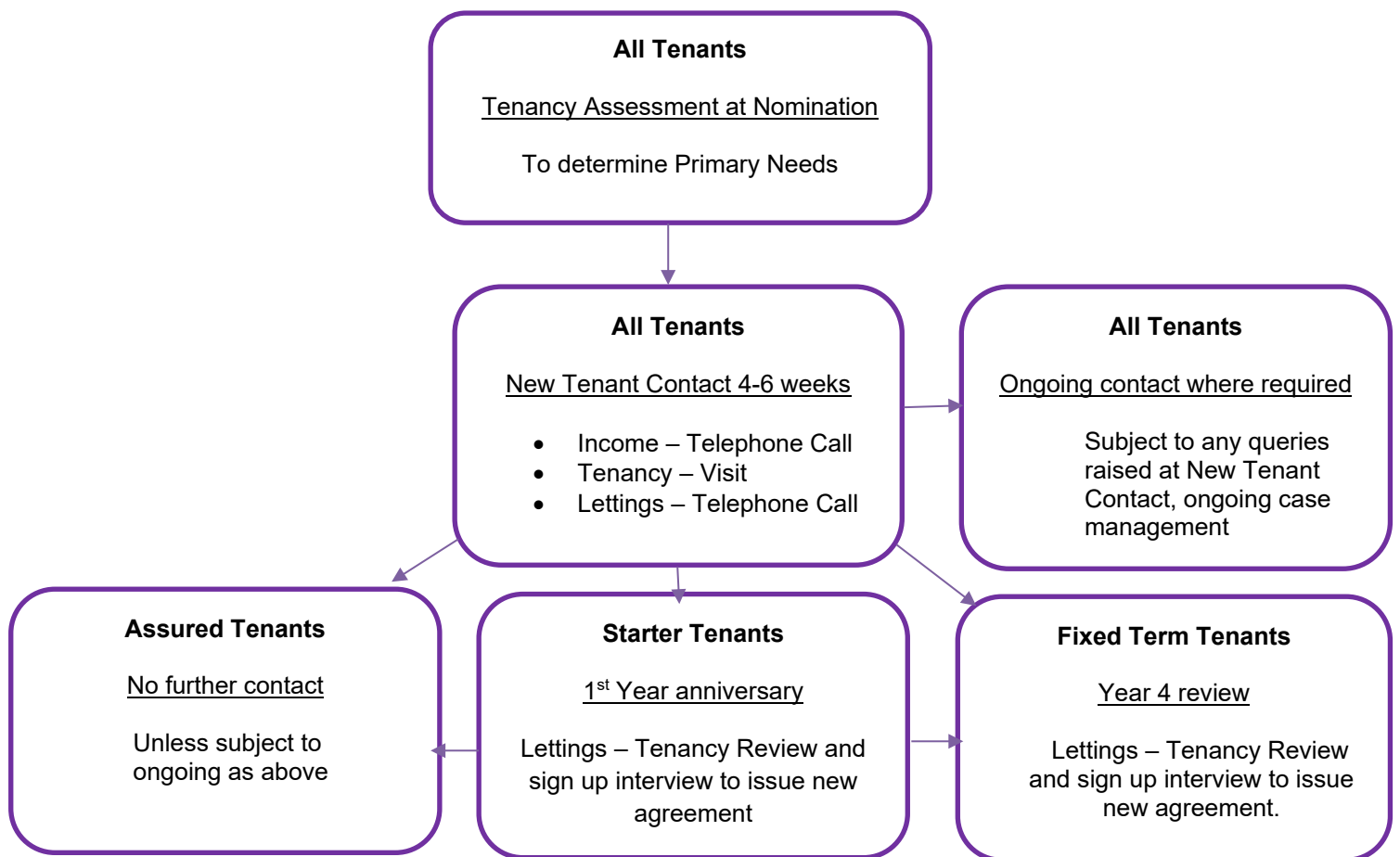
### For customers on other forms of Tenancy:

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.

## Section 4: Increasing Capacity

## Anti-Money Laundering (AML) Policy: 30

### Accountable Director: Finance & Resources

**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 lawful.

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; and
- Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017

Not all of the Association's business is "relevant" for the purposes of the legislation. It is mainly accountancy, and property transactions undertaken by Legal Services, 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

<b>Chief Executive</b>	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.
<b>Director of Finance &amp; Resources</b>	The Money Laundering Reporting Officer (MLRO) nominated to receive disclosures from employees of potential or actual money laundering activity (their own or anyone else's) within the Association.  The provision of appropriate advice and guidance.
<b>Finance Business Partner</b>	In the absence of the MLRO, the Finance Business Partner shall act on their behalf.
<b>Service Directors &amp; Managers</b>	Responsible for maintaining an up to date awareness and understanding of Freebridge's legal obligations.  Ensuring that money laundering processes are being adhered to including the training of staff, as well as the planning and organisation of work.
<b>All staff</b>	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 (above)</li> <li>• Adhere to the agreed money laundering procedures to ensure that the Association complies with all its legal obligations</li> </ul> Deliberate or negligent breaches of this responsibility may result in disciplinary action being taken.

## 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.
- 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
  - o 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:
  - o 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 General Data Protection Regulation; and
    - o a legal obligation for the purposes of Article 6(1)(c) of the 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

[www.gov.uk/guidance/money-laundering-regulations-nominated-officers-and-employee-training](http://www.gov.uk/guidance/money-laundering-regulations-nominated-officers-and-employee-training)

Website detailing Money laundering supervision: nominated officers and employee training 26 June 2017,

[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: <https://www.cipfa.org/members/members-in-practice/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**

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, which transpose the Fourth EU Money Laundering Directive into UK law, and commenced on 26 June.

The Money Laundering Regulations 2007 require firms to put policies and procedures in place in order to prevent money laundering and terrorist financing.

Part 7 of the Proceeds of Crime Act 2002 creates the money laundering offences in the UK and requires the making of suspicious activity reports to the Serious Organised Crime Agency.

## Anti-Fraud, Bribery and Corruption Policy: 31

### Accountable Officer: Company Secretary

**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
- (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 Chair and 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. 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 Management 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 tenant panel induction training.
- Ensure that fraud is identified and regularly reviewed within the corporate risk map as part its Risk Management Strategy.
- 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 Members and Tenant Panel Members. Freebridge will maintain systems and procedures, which incorporate efficient and effective internal controls, and internal check procedures.

The Executive will ensure that these controls are properly maintained and are effective. These internal controls will be independently monitored by the Internal Audit Function and reported to the Audit Committee as part of the annual Internal Audit Programme and Business Assurance Report.

- Investigate any suspicions or allegations of fraud, corruption or bribery by a member of the Executive Team.

The investigating executive will liaise with the Chair of the Audit 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 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 Members and Tenant Panel Members, 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 and Tenant Panel 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 Management 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 and the Tenant Panel Code of Conduct. The Company Secretary will provide an update at each Audit Committee meeting on gifts and hospitality declarations

## **Anti-Money Laundering**

Freebridge has separate [Anti-Money Laundering policy](#) and procedures in place.

**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.

## **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 principle 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: 33

### Accountable Officer: Company Secretary

**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

### Accountable Officer: Company Secretary

**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: 34

Accountable Officer: Company Secretary

**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, 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.
- 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.
- Seek to develop the skills of the Vice-Chair, so that he/she is ultimately a suitable candidate to succeed the Chair. However, 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 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: 35 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> Chair Chief Executive Director of Housing Director of Property Director of Corporate Services & Culture Director of Finance and Resources	<b>Tactical (Silver) Team members, as required &amp; Subject Matter Experts</b>
<b>TACTICAL (SILVER) TEAM:</b> Head of Housing Head of Service Delivery Business Partner: ICT Human Resources Generalist Business Partner: Communications Business Partner: Finance	<b>Operational: (Bronze) Team members, as required &amp; Subject Matter Experts</b>
<b>OPERATIONAL (BRONZE) TEAM:</b> Finance Manager ICT & Facilities Team HR Advisor Tenancy Manager Lettings Manager Planned Maintenance Manager Contracts Manager (PSD) Stores and Fleet Manager (PSD) H&S 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 his 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 Finance and Resources**. The **Director of Finance and Resources** 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:

### **a) Standing Order 2: Board Procedure**

#### **Section 3: Urgent Action**

3.1 *Any action of an urgent nature required between meetings of the Board or of a committee with power to act and not within the delegated authority of the Association's Chief Executive or Service Directors shall be referred by the Association's Chief Executive or Company Secretary to the Chair and one other Non-Executive Board Member or member of the relevant committee for a decision. In these circumstances the decision shall be reported to the next meeting of the Board or relevant committee.*

3.2 *As a general rule, the authority described in this section does not extend to policy decisions for the Association, even if urgent, which should be the subject of a specially convened meeting of the Board. In the event of extreme urgency, and only in exceptional circumstances, which do not permit delay, the Chair of the Board is authorised to act, after consulting with as many Board members as possible. In these circumstances a formal record should be made of the consultation process and the views expressed which should be reported with the decision taken to the next meeting of the Board.*

3.3 *In the event of an incident and to ensure business continuity if the Association's Chief Executive is not available, it will be dealt with by the relevant Service Director, or combination of Service Directors, with the appropriate delegated authority. If they are not available to deal with the incident the Company Secretary will contact Board Members in the following order: (1) Chair of the Board; (2) Vice-Chair of the Board (3) Chair of the Audit Committee; (4) other Board Members.*

### **a) Financial Regulation 6: Ordering & Payment of Goods & Services**

#### **Section 3: Ordering of Goods & Services [Extract]**

*Para: 3.3 If in exceptional circumstances it is necessary to issue Purchase Orders via the telephone then a confirmation Purchase Order shall be issued in writing or electronically, as soon as possible and within a maximum of three days.*

### **b) Financial Regulation 7: Tenders & Contracts**

#### **Section 6: Selection Process [Extract]**

*Para:6.1 The only waivers available from seeking competitive quotation or tenders are:*

*...There is an unforeseen emergency with potential risk to persons, property or Freebridge \*;*

*(\*) The definition of an urgent/emergency issue is:*

- i) *Extreme and/or adverse weather conditions resulting in significant damage or safety issues.*
- ii) *Urgent/High priority jobs affecting the integrity of our assets; and/or*
- iii) *The personal health, safety and well-being of individuals that we have a responsibility for, or to members of the public.*

## **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 (Centra).
- 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 Corporate Services and Culture**, as appropriate.

The **Director of Corporate Services and Culture** 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 Corporate Services and Culture**, working with and on behalf of the **Chief Executive**, or other nominated officer as appropriate will manage communications and key messages with tenants, Board 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 Centra. 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 Membership Policy: 36 Accountable Officer: Company Secretary

**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 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 membership (please also refer to Board Member Conduct Issues above).

This Policy:

- Sets out the circumstances in which tenants in breach of tenancy agreement conditions are disqualified from Board membership; and
- Describes the procedure to be followed in these circumstances in respect of existing Tenant Board Members.

### Unpaid Rent Arrears

**The Board shall:**

- Expect any Board Member who is a tenant to ensure that his or her rent is paid when due.
- Not accept as a new Board 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 Housing Benefit. 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 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 Member who is a tenant to comply with all of his or her Tenancy Agreement terms and conditions.
- Not accept as a new Board Member, and will expect an existing Board 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 Member.

## **Procedure for Removing Tenant Board Member**

### **The Board shall:**

- Expect that an existing Board 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. Before calling upon a tenant to resign, the Board will provide the Board 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: 37 Accountable Director: Housing

**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: 38

### Accountable Director: Finance & Resources

**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 Members. These will be 'signed up' to as part of the induction information provided to staff and Board Members on appointment prior

to employment commencement. Staff and Board Members will be reminded of these policies on a regular basis.

- Comply with domestic data protection legislation and European regulation.
- Appoint a Data Protection Officer to ensure compliance and provide advice on data protection issues. This role will sit outside of the ICT Team structure and can be an external resource.
- 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 Executive 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.

Details of these assets, [including the Data Register] is shown as an addendum to this document.

- 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: 39

### Accountable Director: Finance & Resources

**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

## Procurement Policy: 40

### Accountable Director: Finance & Resources

**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: 41

### Accountable Director: Housing

**Policy Statement:** We shall comply with the Regulator's Rent Standard and all relevant legislation in respect of rent setting for our customers.

Freebridge shall operate rent and service charge setting arrangements that fully meet Regulatory and Government guidelines that ensures 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 and sheltered housing. 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 framework for Social and Affordable Rent Setting
- 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.
- 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 Rent Setting

The Government has established a calculation for working out rent levels called a Formula Rent. The Formula Rent takes into account:

- The value of the property (as at 1999)
- The number of bedrooms.
- Average local earnings.

Service charges, for the purpose of the calculation, are excluded. Variable Service charges are set in accordance with the actual cost of the service.

### Affordable Rent Setting

In addition to Social Rents, Freebridge have a number of properties at an 'Affordable Rent'.

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 determine the rent for Affordable properties by using the Royal Institute of Chartered Surveyors guide to determining Market Rent, as required by the Regulator of Social Housing. Where the equivalent Social Rent would actually be higher than the calculated Affordable Rent, then the Social Rent amount will instead be used as the rent amount, with any service charges made on top of this amount.

Regulations allow 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 tenancy), the rent will be 're-based' (recalculated) to ensure that the rent reflects no more than 80% of the current market rent equivalent, but also no less than the equivalent Social Rent.

When re-letting to an existing tenant of that property (i.e. new Fixed Term), then the increase will be no more than CPI + 1%, even if 80% of the market equivalent is higher than a CPI + 1% increase.

### **Affordable & Social Rent Increases**

We will observe the direction from the Regulator of Social Housing in regard to annual changes to rent figures. Full details including any exceptions are set out in the Rent Standard.

### **Service Charges**

Freebridge Community Housing anticipates that all service costs not met through rent will be met through transparent service charges. For existing tenants, new or additional charges will be phased in following consultation with those affected, ensuring that only those receiving services will be expected to meet those costs.

Where services are provided, **we shall**:

- Ensure that these are delivered to a reasonable standard at all times. 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 wherever possible – i.e. they are calculated and vary according to the actual cost of providing the service.

- For newly developed or acquired properties, service charges will be made 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.
- 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: 42

### Accountable Director: Finance & Resources

**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 Management Team.
- Tactical Risks = Management 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 impacts on the business as detailed below:

Impact	Impact (examples) (a)	Points
<b>Could halt or the business cease.</b>	Financial Impact: >£1m and/or Reputational Impact: Total loss of public confidence Regulatory Impact: Multiple breach of statutory duties/prosecution. Business Impact: Key objectives not achieved	<b>5</b>
<b>Could seriously disrupt the business.</b>	Financial Impact: <£1m and/or Reputational Impact: Public concern/National media coverage Regulatory Impact: Multiple breach of statutory duties/enforcement action. Business Impact: Multiple key objectives not being met.	<b>4</b>
<b>Could disrupt processes, systems &amp; service delivery.</b>	Financial Impact: <£500k and/or Reputational Impact: Potential public concern/ Local media coverage Regulatory Impact: Breach of statutory duties/Improvement notices. Business Impact: Multiple key objectives slippage	<b>3</b>
<b>Could result in some system, process or service delivery problems.</b>	Financial Impact: <£250k and/or Reputational Impact: Reducing levels of public confidence Regulatory Impact: Breach of statutory duties/business objectives/ challenging external recommendations. Business Impact: Some identified objective/project slippage.	<b>2</b>
<b>Could result in minor system, process or service delivery problems.</b>	Financial Impact: <£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	<b>1</b>

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
Hungry	Highest risk accepted/Lowest risk score = 1.	1
Open	Higher risk accepted / Lower risk score = 2	2
Balanced	Some risk accepted / Medium risk score = 3.	3
Cautious	Lesser risk accepted / High risk score = 4.	4
Averse	Least risk accepted / Highest risk score = 5.	5

**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 £250k (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 x 3 = 6**

The total score for each risk shall be recorded in the Risk Map as the Primary 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 'Scoring' of the Risks (with controls in place):** The Secondary 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') that demonstrates that the organisation has a procedure or policy in place for the management of a fundamental organisational activity and/or process *i.e.* the Freebridge Policy and Procedural Framework (January 2018) 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 ('General Control') and relevant Application controls ('Process Control's) 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 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), 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.

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</li> </ul>	Quarterly



Reporting To	Reports & Action	Reporting Period
	<p>any concerns to Leadership Team and/or Board as appropriate</p> <ul style="list-style-type: none"> <li>• Shall receive Business Assurance updates and Internal Audit reviews. Reports will be reviewed on a standalone basis and in respect of the overall Board Assurance Framework.</li> <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>	Monthly/ Quarterly & Annual

Reporting To	Reports & Action	Reporting Period
	<ul style="list-style-type: none"> <li>The relevant Accountable Director (above) and Responsible Manager(s) for action as appropriate.</li> <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.

**Step 12: Warning Flags:** A key element of managing or preparing against key stresses or newly identified risks is to establish and respond to a range of relevant and easily identifiable ‘warning flags’, the trigger of any or all of them may then result in further mitigation activities, or recovery actions. The Financial Plan has identified a number of external environment warning flags and documented the actions that would follow a breach. In addition to the reporting, management and control of individual risks there will also be a number of risks with lesser impacts at an individual level that in combination could result in an impact that may also have severe consequences for Freebridge.

A combined residual risk score of all risks not reported separately to the Board or Audit Committee with a likelihood of 3 or more will be produced and if this number is higher than 54 the Red Flag protocol detailed below would be followed. A score of 45 - 53 would lead to the Amber Flag protocol being followed.

Warning Flags	
<b>Green Flag</b>	<b>No change required:</b> from current management and controls process.
<b>Amber Flag</b>	<b>Senior management action required:</b> to review and address key/identified risk ‘hot spots.
<b>Red Flag</b>	<b>Urgent Action Required:</b> the recovery panel would be convened ( <i>as detailed within the Financial Plan report</i> ). The panel would agree a set of recovery and/or mitigation actions as required and appropriate to the circumstances and agree an implementation plan and timeframe.



## Section 122: Housing and Regeneration Act 2008 Policy: 43

### Accountable Officer: Company Secretary

**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 Executive:** The Board and Executive, advised by the Company Secretary, 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, the Tenant Panel 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: 44

### Accountable Director: Finance & Resources

**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.

**Policy Statement:** We will ensure so far as is reasonably practicable that our tenants are safe in their homes and that we comply with all statutory requirements.

The Housing Health and Safety Rating System (HHSRS) is the risk assessment procedure for residential properties. The underlying principles of HHSRS are that any residential premises should provide a safe and healthy environment for any potential occupier or visitor and we shall establish clear procedures to ensure compliance with:

- Decent homes standard 2010.
- Gas safety.
- Electrical testing including PAT.
- Asbestos Management.
- Legionella Risk Management.
- Fire Safety Risk Management.
- Planned maintenance of installations such as lifts, stair lifts, bath hoists and, emergency alarm systems.
- Communal area safety; and
- Maintenance of properties.

### **Procedural Guidance:**

#### **Gas Safety**

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

- Comply with our statutory duty as required by the Gas Safety (Installation and Use) Regulations 1998,
- Use Gas Safe Registered contractors for all installation , testing, servicing and repairs to gas appliances, flues and gas pipe work
- Maintain systems to ensure that all properties with a gas supply have a safety check within a twelve-month period.
- Make every effort to gain access to properties in order to carry out statutory inspections, and ultimately to take court action to gain access if necessary.
- Retain copies of the Landlord's Gas Safety certificate for at least the last two years and pass a copy to the resident
- Ensure that gas safety checks are carried out before the gas is reconnected at every new letting and that tenants are given a copy of the gas safety certificate
- Carry out regular independent audits both of servicing works and record keeping.

#### **Electrical Testing and Portable Appliances Testing (PAT)**

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

- Use competent and qualified electricians for all electrical installations, repairs, inspections and servicing

- Inspect and test electrical installations in at least 10% of our properties each year, upgrading installations to meet the current edition of the IEE Wiring regulations
- Check electrical installations in all void properties before the start of a new tenancy
- Maintain a register of all portable electrical appliances that we have supplied for our tenants' use and check each appliance annually

## **Asbestos**

### **We shall:**

- Comply with our statutory duties under the Control of Asbestos Regulations 2012
- Maintain a database of all our properties detailing the areas where asbestos is likely to be present.
- Establish a system to advise operatives and contractors when they may be required to work in areas containing asbestos
- Regularly survey our stock to ensure that our records are accurate.
- where it is deemed safe to leave asbestos in situ, carry out regular checks to ensure that the material is still in a safe condition
- Ensure that all staff and contractors are appropriately trained to carry out their work without risk to themselves or others.
- Provide advice to tenants if asbestos is found to be present in their property
- Use only appropriately trained to work on or remove asbestos and undertake any such works in accordance with the requirements of the Control of Asbestos Regulations 2012

## **Legionella**

### **We shall:**

- Comply with the requirements of the HSE Approved Code of Practice L8 and guidance 'The control of legionella bacteria in water systems'
- Undertake risk assessments of all properties for which we are responsible
- Put appropriate checking and cleaning regimes in place where recommended following risk assessments
- Provide training for staff responsible for managing the most vulnerable schemes

## **Fire Safety Risk Management**

### **We shall:**

- Comply with our responsibilities under the Regulatory Reform (Fire Safety Order) 2005, undertaking risk assessments to all communal areas and undertaking any works recommended as a result of such risk assessments



## **Planned maintenance of Installations such as lifts, stair lifts, bath hoists and emergency call systems**

### **We shall:**

- Maintain an asset register of all lifts, stair lifts, hoists, alarm systems, entry phones etc.
- Ensure arrangements are in place to maintain all such equipment in safe working order in accordance with statutory requirements

## **Communal**

For these purposes, communal areas are defined as:

- Communal areas within blocks - passageways, entrance halls and staircases
- Where there are shared facilities within buildings e.g. bin stores or bin chutes, other
- External shared areas e.g. shared gardens, yards and through routes.

### **We shall:**

- Ensure the safety, and enjoyment of communal areas we are responsible for, for tenants and visitors, including maintenance of lighting, avoidance of trip hazards and maintenance of trees by carrying out regular inspection to ensure that they are maintained in a safe condition.

### **We will:**

- Define and communicate clearly to residents our expectations around storage of items in different types of communal areas.
- Use our Tenancy Agreement to take enforcement action where necessary, to protect the health and safety and wellbeing of those using communal areas.

## **Control of Substances Hazardous to Health Regulations. (COSHH)**

### **We shall:**

- It is Freebridge policy to only use substances which are LOW risk as paints and cleaning agents which may be used in our properties. A COSHH register is maintained by the organisation and only products listed and assessed as Low risk may be used to decorate the internal areas. Cleaners employed by the organisation are required to adhere to this policy

## **Communication**

### **We shall:**

- Where work will cause disruption to tenants or their neighbours, Freebridge will endeavour to provide information to all affected parties in order to minimise the

concern and disruption ensuring an understanding of the work to be carried out and the controls in place to maintain a safe environment.

## **Maintenance of Properties**

Freebridge owns and maintains homes across West Norfolk, as detailed in the Asset Management Strategy, our Maintenance Policy is to maintain our homes, communal areas and other assets in a planned way in accordance with the Regulator's Home Standard and relevant legislation in a manner that meets our customers' needs and provides an excellent service.

As detailed in the Asset Management Strategy we will maintain our homes, communal areas and other assets to the Freebridge Standard, bringing homes back to this standard at various intervals as appropriate.

### **Recording of Actions**

- 1.1 All contact with customers for any reason will be recorded on our Open Housing system.
- 1.2 All actions taken, all appointments made and all details of all interactions with contractors or suppliers shall be recorded on our Open Housing System.

### **Security of Data**

- 1.3 All maintenance, compliance and repairs activity shall be carried out in accordance with our [Data Protection policy and procedures](#).
- 1.4 All data provided to contractors or third parties shall be secured in accordance with the requirements and procedures for the Data Protection of tenants' information by our contractors.

### **Standard Operating Procedures**

- 1.5 This procedure is supported by a suit of detailed Standard Operating Procedures

### **Customer Consultation and Notification**

- 1.6 Except for Immediate or Emergency Repairs we are required to give our customers at least 24 hrs notice in writing to access their home for inspection or works. We will aim to adhere to the following procedures for all works to our customers' homes.
- 1.7 Planned Maintenance

**We shall** contact our customers in writing:

- Following annual budget approval, to inform all those to be surveyed for Planned Maintenance works detailing the nature of the works and the likely timing i.e. quarter of the year they are due to have a survey carried out in.
- To confirm at least 6 weeks prior to the initial survey detailing a better indication of the timing and/or date.
- To confirm at least 2 weeks prior to the survey giving them an actual appointment for the survey; and
- Send a reminder the day prior to their appointment via text.

We will allow customers to alter the appointment and for certain items where there is no health and safety component we will allow our customers to refuse the works.

## 1.8 Cyclical Maintenance

**We shall** communicate to our customers for:

- Annual Cyclical Maintenance in accordance with our Access Procedure detailed at 3.4; and
- Longer Cycle programmes in a accordance with the Planned Maintenance Procedure detailed at 1.7.

## 1.9 Responsive Repairs

**We shall** communicate to our customers for:

- Responsive Maintenance access in accordance with our Repairs Appointment System detailed at 4.3.

## 2. Planned Maintenance

**We will:**

- 2.1 Carry out Planned Maintenance to our assets in the most commercially efficient way, ideally this will be “Just in Time” by scheme, meaning that we will carry out replacement of components as they start to fail in a whole scheme, street, estate or geographic location. For some components this will be the Local Improvement Plan (LIP) areas.
- 2.2 Where “Just in Time” by scheme is not viable because this would mean the replacement of components that have not failed **we will** replace components “Just in Time” by unit, i.e. individual homes.
- 2.3 Each of the components of each home has been allocated a lifecycle based upon its type and expected life. We aim to keep to these lifecycles overall, however each individual component will be renewed when it is economically viable to do so and at a time where not doing so would unnecessarily inconvenience our customer. Our overall aim is to renew whole components with the best replacement available

that provides the best value amenity for our customer, the lowest cost in use for our customer and the lowest overall lifetime maintenance cost.

This does not mean that components will be renewed at a specific date or replaced exactly like for like.

2.4 Planned components are those detailed in Table 4 of the Asset Management Strategy, all other components within a home will either be replaced on a cyclical basis in accordance with manufacturers guidance (such as smoke detectors) or upon failure (such as a door lock).

2.5 Freebridge maintains its homes, communal areas and other assets in compliance with the Homes England Home Standard. This requires us to comply with the Decent Homes Standard. This means that a home must:

- Meet the current statutory minimum standard for housing by not having one or more Category 1 hazards as defined by the Housing Health & Safety Rating System (HHSRS).
- Be in a reasonable state of repair, i.e. all key building components and all but one other components are in good condition and not too old (as defined in the standard).
- Have reasonably modern facilities and services, i.e. not lack three or more of the following:
  - A kitchen that is 20 years old or less.
  - A kitchen with adequate space and layout.
  - A bathroom that is 30 years old or less.
  - An appropriately located bathroom and WC.
  - Adequate insulation against external noise (where external noise is a problem).
  - Adequate size and layout of common areas for blocks of flats.
- Provide a reasonable degree of thermal comfort by having both effective insulation and efficient heating.

## **Planned Component Renewals**

### **We shall:**

2.6 Use Open Housing to identify those properties requiring replacement of a component for the upcoming financial year. These will then be surveyed to establish if replacement is required within the pre-determined year or if the component replacement can be deferred.

2.7 Where replacement is to be deferred, the surveyor **will** indicate which year it **shall** be re-surveyed to identify if replacement is necessary.

## 2.8 Exceptions to this approach are:

- Electrical Installation Wiring (lighting, power and heating circuits).  
Prior to replacement an Electrical Check & Inspection Report will be carried out to establish if the wiring needs to be replaced or if the wiring is in good condition when it needs to be next inspected.
- Gas Boilers or Liquid Petroleum Gas Boilers (15yr Lifecycle)  
Due to the risks involved with this type of heating the replacement **will not** be deferred and it is a requirement that it is replaced at the end of its lifecycle.
- Oil Boiler (15yr Lifecycle)  
Due to the risks involved with this type of heating the replacement **will not** be deferred and it is a requirement that it is replaced at the end of its lifecycle.
- Electric – Storage Heaters (30yr Lifecycle)  
In addition to this replacement programme we will also take the opportunity to replace this type of heating when properties become empty and in-line with the externals programme. The replacement heating system will be fuelled by the most economically available fuel present at the property.
- Electric – Ducasa (15yr Lifecycle)  
Prior to replacement it will be established if the current heating type is the most economically suitable for the property type and where this is not the case the most economically fuel available will be installed.
- Smoke Detectors, Heat Detectors, Carbon Monoxide Detectors and other Health & Safety installations  
These will have mandatory replacement at the end of their designed life as detailed in section 3.

## 3. Compliance & Cyclical Maintenance

### Scope

- 3.1 Appendix 1 of the Asset Management Strategy details Freebridge's obligations for legislative compliance
- 3.2 Freebridge has specific compliance requirements for various components within customers' homes or the communal areas of blocks, the policy statements for these are;
  - Gas, other fossil fuels & other heating

**We will:**

- i) Inspect and service the fuel supply network and each landlord's appliance, fitting and flue on an MOT basis in compliance with the amended regulation 36(3) of The Gas Safety (Installation and Use) (Amendment) Regulations 2018,
  - ii) Arrange access appointments 2 months before the anniversary date but will maintain the anniversary date. This requirement will apply to all properties, those with gas, and those without.
  - iii) Inspect customers' appliances and if required certify these or condemn them as appropriate.
  - iv) Identify if the installation has a fossil fuel flue, and this will be swept and inspected for integrity.
  - v) A working wired in Carbon Monoxide Detector/Alarm will be fitted to each property with a fossil fuel appliance (landlords or customers) and will be inspected, serviced as appropriate or replaced and certified as part of the inspection and service visit.
  - vi) The inspection will include any required ventilation and the electrical supply to any part of the inspected installation.
- Electrical Systems

**We will:**

- i) Inspect every home, other asset and every communal and common area in accordance with the guidance of the current edition of the IEE Wiring Regulations, for dwellings this will be every five years.

- Asbestos

**We will:**

- i) Have, and periodically update, an asbestos management plan directing our work around the area of asbestos in our properties and communal areas.
- ii) Maintain existing data on surveys in a suitable database and check this data prior to carrying out works in any property or communal area.
- iii) Carry out an appropriate further survey ahead of commencement on site where data is not yet available or is not sufficient for any proposed works.
- iv) Take all reasonably practicable steps to make any asbestos present as safe as is possible. Priority will be given wherever possible to complete removal, if not possible or practicable we will consider leaving in situ and encapsulation and if appropriate labelling / regular inspection.

- v) Inform new and existing tenants of the possible locations of any asbestos including information or advice on the risks and restrictions its presence may require.
  - vi) Resurvey asbestos in communal areas on an annual basis.
  - vii) Ensure that our staff are adequately trained in relation to asbestos safety and fully understand the responsibility we have as an employer and landlord.
- Fire

**We will:**

- i) Carry out Type 1 Fire Risk Assessments to all flatted blocks with common areas and to all schemes as required by The Regulatory Reform (Fire Safety) Order 2005 and undertake promptly all remedial works recommended.
  - ii) Carry out Type 4 Fire Risk Assessments to all flatted blocks over three storeys and undertake promptly all remedial works recommended.
  - iii) Review all Fire Risk Assessments on an annual basis and renew after significant or invasive work or every 4 years whichever is the sooner.
  - iv) Install, maintain and service fire detection and alarm systems as required by the specific manufacturers' requirements in dwellings and communal areas. As a minimum a working wired in smoke detector will be present on each floor of every dwelling and this will be annually inspected and serviced or renewed as required, this will be certified as appropriate.
  - v) Install, maintain and service emergency lighting systems as required by the specific manufacturers' requirements in communal areas, this will be certified as appropriate.
  - vi) Install and maintain fire suppression sprinklers where these are either required or recommended.
  - vii) Ensure that our staff are adequately trained in relation to fire safety and fully understand the responsibility we have as an employer and landlord.
- Water Safety

**We will:**

- i) Have water hygiene risk assessments of all of our properties where required. Our risk assessments will be carried out in accordance with the Approved Code of Practise L8.
- ii) Carry out new risk assessments when there has been a significant change of an existing water system, the use of the water system has changed, key personnel have changed or our Legionella control systems are no longer working.

- iii) Undertake risk assessments on all properties that are added to our portfolio.
- iv) Ensure that our staff are adequately trained in relation to water hygiene and fully understand the responsibility we have as an employer and landlord.
- v) Undertake monthly monitoring of our water systems, record all findings and immediately act upon any non-conformities found.
- vi) Inspect our communal cold water storage tanks every 6 months ensuring that they are in a compliant condition.
- vii) Carry out periodic cleaning of our cold water storage tanks every three years or as prescribed following periodic inspection, and at the same time undertake water sampling for Legionella to demonstrate that bacteria counts are acceptable.
- viii) Monitor the sentinel points monthly ensuring that the water is distributed in our systems within the correct temperature ranges and record all findings in the log book.
- ix) Remove unnecessary risk by, removing dead legs in pipe-work, flush out infrequently used outlets at least weekly and clean and descale shower heads and hoses quarterly.
- x) Design any new systems to minimise the risk of Legionella growth, by;
  - Ensuring pipe work and tanks are adequately insulated.
  - Preventing tank contamination
  - Keeping pipe runs as short and direct as reasonably practicable
- Lifts

**We will:**

- i) Carry out a thorough examination to every passenger lift every 6 months, this will be carried out by a competent person in compliance with Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). We will promptly carryout remedial works recommended by this inspection, taking the lift out of service if required until these can be completed.
- ii) Service every lift in compliance with the specific manufacturers' requirements.
- iii) Each lift shall have a dedicated land line to the alarm call button that shall connect to a 24/7 monitored call centre.



- Stair Lifts

**We will:**

- i) Carry out the appropriate inspection and servicing of landlord's stair lifts in accordance with the requirements of the manufacturer and the appropriate legislation.
- ii) Record where customers have their own stair lifts on Open Housing and check that these are serviced and maintained by the customers as required.

- PIV Units

**We will:**

- i) Service and change the filters of these units whether wall or loft located on an annual basis.

- Unvented Cylinders

**We will:**

- i) Inspect unvented cylinders on an annual basis this will include testing safety valves, recharging pressure vessels, cleaning the pressure reduction valve and checking electrical.

- Thermostatic Mixer Valves (TMVs)

**We will:**

- i) Only fit and maintain TMVs where there is a definite requirement for them.
- ii) Carry out an annual inspection and service of these to ensure that the correct temperature control is achieved and that they are safe.

- Mechanical Ventilation and Heat Recovery (MVHR)

**We will:**

- i) Service and change the filters of these units on a three yearly basis

- Portable Appliance Testing

**We will:**

- i) Carry out Portable Appliance Testing on Category 1 or Category 2 appliances on an annual basis as appropriate to the equipment. This will included Freebridge owned appliances in all locations and customers owned appliances in communal or common areas.

- Playground Inspections

**We will:**

- i) Undertake an inspection of all play areas annually to be carried out by an independent organisation.
- ii) In addition to this we will internally carry out inspections on a weekly basis.
- iii) Any remedial works recommended by these inspections will be carried out promptly with equipment taken out of use if appropriate until the work is completed.
- ii) We will service and change the filters of these units on a three yearly basis

- Emergency alarms in sheltered housing

**We will:**

- i) Undertake an annual service and inspection of all emergency alarms in sheltered housing and carryout remedial repairs as required.

- Door entry systems and/or fire doors

**We will:**

- i) Undertake an annual service and inspection of all communal door entry systems including inspection of the doors, frames and ironmongery and carryout remedial repairs as required.

- Communal areas routine inspections

**We will:**

- i) Undertake a monthly inspection of all communal areas for routine faults and carryout remedial works as required.

- Trees

**We will:**

- i) Have a full inspection record of all trees in all land owned by Freebridge including customers gardens, communal areas and public open space.
- ii) Carryout remedial works as recommended by this inspection
- iii) Re-inspect trees in the timescales recommended by the original inspection.

## Responsible persons

- 3.3 The framework for persons responsible for these policy statements shall be as detailed in the [Health & Safety Policy](#)

## Access Arrangements

- 3.4 **We will:** Make access arrangements for all compliance works in the same manner, namely:

- i) The services and/or inspections planned for the next 2 months ahead shall be raised by the Asset Management Team. These **shall be** raised as works orders or Purchase Orders as appropriate to the specific contract.

For example, those services required in June shall be initially raised by the end of March.

- ii) Appointment for these works **shall be** arranged by the Contractor and **shall be** made for a specific date and shall be made as for Responsive Repairs as detailed in 0
- iii) Enable customers to rearrange these appointments with the Asset Management Team or with the Contractor, but these shall not be able to be moved beyond the anniversary date of the service or inspection.
- iv) If the Contractor cannot gain access at agreed appointment then they will leave a card in door and inform the Asset Management Team. The Asset Management Team will contact the customer to rearrange the appointment and issue access letter 1 (with or without an appointment as appropriate).
- v) If the Contractor cannot gain access at the second appointment then they will inform the Asset Management Team who will issue access letter 2 and rearrange the appointment as in iv) above. If no contact can be made or no appointment arranged, access letter 2 will be sent 7 days after letter 1.
- vi) If the Contractor cannot gain access at the third appointment then they will inform the Asset Management Team who will issue access letter 3 and rearrange the appointment as in iv) above. If no contact can be made or no appointment arranged, access letter 3 will be sent 10 days after letter 2. If no access is arranged or no contact made then the Asset Management Team will instruct the Legal Services Manger to begin legal proceedings to gain access via a Court Injunction. All cost for this will be recharged to the customer.

## Certification

### We shall:

- 3.5 Ensure that where legislation, guidance or other requirement specifies a certificate be produced this will be completed, certified and verified in accordance with the specific requirements of the issuing or requiring body. If no requirement is made then the details of the installation and the dates of inspection and servicing will be recorded in a format specified by Freebridge.
- 3.6 Require only “clean” compliance inspection and servicing certificates for our properties, i.e. certificates that state that the installation is safe to use, complies with current standards and has no improvements required.

## Storage of Data

### We shall:

- 3.7 Ensure that the Compliance programme is led by the Core Open Housing system. The component details, anniversary dates and all other required details shall be stored on this system and the programmes shall be driven from this core database.
- 3.8 Ensure that all Certification is stored on Documotive and each certificate shall be uniquely identified by its file name. A link between the component on Open Housing and Documotive shall be maintained so that the certificate can be accessed by the Open Housing System or Documotive.
- 3.9 Ensure the storage and retention of all certificates in accordance with Table 1

<b>Table 1 Domestic Dwellings</b>		
<b>Element</b>	<b>Frequency</b>	<b>Retention Period for Certificate's</b>
Gas Boilers inspection (CP12)	Annually and Change of Tenancy	2 years (Section 36(3)(c) of the Gas Safety (installation and Use) Regulations 1998
LPG Boiler Inspection (CP12)	Annually and Change of Tenancy	2 years (Section 36(3)(c) of the Gas Safety (installation and Use) Regulations 1998
Oil Boiler	Annually and Change of Tenancy	2 years
Air Source Heat Pumps	Annually and Change of Tenancy	5 years
Solid Fuel	Annually and Change of Tenancy	2 years

**Table 1 Domestic Dwellings**

Element	Frequency	Retention Period for Certificate's
Private Solid Fuel Vents	Annually and Change of Tenancy	2 years
Biomass Boilers	Annually	5 years
Electrical Check & Inspection Report	5yrs or as indicated on the report if less than 5yrs and Change of Tenancy	10 years
Stairlifts	6 months	2 years
Passenger Lifts	Monthly	2 years
Legionella (Water Tanks)	6 months	5 years
Envirovent Wall Units	5 years	10 years
Envirovent Loft Units	3 years	6 years
Nuaire PIV Units	Annually	5 years
Unvented Cylinders	Annually	5 years
Thermostatic Mixer Valves	Annually	5 years
Sprinkler Systems	Annually	5 years
Smoke Detectors	Annually	5 years
Carbon Monoxide Detectors	Annually	5 years
Mechanical Ventilation and Heat Recovery (MVHR)	Annually	5 years
Asbestos Inspection – Visual	Annually	40 years
Energy Performance Certificates	10 years or after major works involving heating, insulation, re-roof	10 years
Wiring Installation Certificates (Full and Minor Works)	As required	Until next Rewire (nominally 30 years)
Trees	As recommended	5 years

**Table 2 Sheltered Schemes**

Element	Frequency	Retention Period for Certificate's
Legionella	Monthly Inspections	5 years

<b>Table 2 Sheltered Schemes</b>		
<b>Element</b>	<b>Frequency</b>	<b>Retention Period for Certificate's</b>
Biomass Boilers	Annually	5 years
Gas Boilers (Communal) inspection (CP12)	Annually	2 years (36(3)(c) of the Gas Safety (installation and Use) Regulations 1998
Passenger Lifts	Monthly	2 years
Automatic Opening Vents	Annually	2 years
Fire Hydrants/Risers	Annually	2 years
Thermostatic Mixer Valves	Annually	5 years
Asbestos Inspection – Visual	Annually	40 years
Emergency Lighting	Monthly	5 years
Fire Alarm and Detection	3 Months	5 years
Fire Extinguishers	Annually	5 years
Communal Doors	Annually	5 years
Portable Appliance Testing	Annually	5 years
Electrical Check & Inspection Report	5yrs or as indicated on the report if less than 5yrs	10 years
General Inspection	Monthly	5 years
Trees	As recommended	5 years

<b>Table 3 Communal Areas and Public Open Space</b>		
<b>Element</b>	<b>Frequency</b>	<b>Retention Period for Certificate's</b>
Electrical Check & Inspection Report	5yrs or as indicated on the report if less than 5yrs	10 years
Playground Inspections	Weekly and Annually	5 years
Emergency Lighting	Monthly	5 years
Communal Doors	Annually	5 years
General Inspection	Monthly	5 years
Trees	As recommended	5 years

**Table 4 Offices (Juniper House & Hamlin Way)**

Element	Frequency	Retention Period for Certificate's
Electrical Check & Inspection Report	5yrs or as indicated on the report	10 years
Portable Appliance Testing	Annually	5 years
Legionella	Monthly	5 years
Emergency Lighting	Monthly	5 years
Fire Alarm and Detection	3 Months	5 years
Fire Extinguishers	Annually	5 years
General Inspection	Weekly	5 years
Trees	As recommended	5 years

### **External Maintenance & External Painting**

3.10 Freebridge aims to meet its customer wishes to “Improve the outside of our properties”. We aim to do this through a comprehensive external works and painting programme for the five years to 2023/24 so that during this time every property has had all external components repaired, renewed, improved and where required decorated. From that, date on the cycle will continue as an external decorating programme on a 6-year cycle.

3.11 The components included in the programme include:

- Roof
- Roofline works (fascia, soffit, bargeboard, eaves guard, rainwater goods, chimneys etc.)
- Windows
- Doors
- Cladding & Rendering
- Paths, drives, parking areas and other hard landscaping
- Fencing, hedges and other boundaries
- Garage Courts & Communal Areas

## **4. Responsive Maintenance**

4.1 As detailed in the Asset Management Strategy, Responsive Maintenance will be the methodology for repairing our homes to the Freebridge Standard in between Planned and Cyclical events.

4.2 We operate a Repairs by Appointment system where all repairs other than those that need an emergency or immediate response **will be** delivered by an appointment at the customers' convenience.

## Appointments

4.3 **We will:** Offer the following appointment slots for responsive repairs:

- First Call – First appointment of the day (usually 8:00am)
- Early – 8:00am to 1:00pm
- Late – 12:00pm to 4:00pm
- School Run – 10:00am to 2:00pm
- Last Call – Last appointment of the day (usually 4:00pm)

## Repairs Ordering

4.4 Generally customers will raise repairs directly with us, the vast majority of these come through the First Contact Centre (FCC). The role of FCC is to describe the repair as the customer sees it with as much detail as can be gained from the customer, FCC will diagnose the repair with as much detail as possible using the M3 Repairs Locator Plus system.

FCC will either instruct Property Services or another contractor to attend within 2 or 24 hours for immediate and emergency works or offer the customer an appointment, ideally an appointment will be offered to coincide with an engineer being in the locality of the property at the adjacent appointment. The appointment will be to carry out the repair or to specify the repair and then subsequently make an appointment to carry out the repair.

The repair will be raised using the M3 NHF Schedule version 7.0 (or as amended) for the works as described by the customer.

## Repairs Inspections

4.5 The first person to attend the repair will be the engineer scheduled to carry it out, they will either complete the repair or diagnose and specify the repair and with communication to the scheduling team to book an appropriate appointment in agreement with the customer to complete the repair.

Surveyor pre inspections of repairs will not be schedule unless the repair cannot be diagnosed and specified by the engineer.

## Repairs Completions

4.6 Our aim is to meet the appointment agreed and for the repair to be completed at the first visit unless a subsequent appointment is required as detailed above in which case the repair will be completed on the second visit.



## Post Inspection & Recalls

- 4.7 The Repairs Team Leader **will** undertake a post inspection of a random sample of each engineers work, if quality or customer service issues are highlighted through this then these will be addressed and the sample % for this engineer will be increased up to 100% until these issues are resolved.

If a customer feels that the quality of the repair is not sufficient then they may recall the work in which case the same engineer will be required to re-attend to satisfactorily complete the repair.

## 5. Empty Homes

- 5.1 **We shall:** Carry out all necessary renewals, servicing and repairs whilst a home is empty so that the incoming tenant has a home in compliance with the Freebridge Standard.

- 5.2 The majority of homes are returned to us with notice and so our approach to the majority of empty homes is as follows.

- We receive four weeks' notice of a home becoming empty, during the first two weeks of this notice period the Empty Homes Surveyor or other colleagues **will** visit the property to ascertain the likely amount of work required, general surveying will not be required but the Empty Homes Team Leader will identify and subsequently order works that require specialist contractors, access equipment, special materials or other items which could delay the works, including:
  - Asbestos surveys
  - Kitchen renewals
  - Roof repairs or roofline repairs
  - Visually obvious central heating or electrical works
  - Window replacement
  - Rendering or plastering repairs
  - Significant floor or ceiling repairs
  - Significant clearance requirement
  - Significant external works

The Empty Homes Team Leader **will** arrange for the works to bring the home back to the Freebridge Standard to be undertaken

- If a hygiene clean, needle sweep or other health & safety inspection is required this will be arranged as the first appointment for the empty home.

- Unless there is a need to carry out a hygiene clean etc. then the first engineer to attend the empty home, on the day after the outgoing tenant leaves will be the Gas Safe engineer (if there is gas or LPG at the property), this colleague **will:**
  - Test the system and ascertain if any renewals or repairs will be required to the system to allow it to compliantly function safely and efficiently for the incoming tenant.
  - Cap off the meter to make it safe for colleagues to work in the property.
  - Record all gas, water, electricity and any other meter reading and record the level of oil in the tank if this amenity exists.
- The second engineer will be the electricians (unless there is no gas in which case this will be the first engineer). This colleague **will:**
  - Test the electric and if appropriate electric heating and PV systems and ascertain if any renewals or repairs will be required to the system(s) to allow it/them to compliantly function safely and efficiently for the incoming tenant.
  - Isolate the PV system and carryout out any emergency repairs to make it safe for colleagues to work in the property.
  - Record all gas, water, electricity and any other meter reading and record the level of oil in the tank if this amenity exists if this has not been done previously.
- Other engineers will attend and carryout works as required in compliance with our health & safety requirements (as detailed in section 3 above) and the Freebridge Standard.
- The last engineers to attend **will be:**
  - the electrician to complete the commissioning of all electrical systems and the issuing of a satisfactory ECIR or installation certificate as appropriate with all recommendations completed, and/or
  - the Gas Safe, OFTEC, HETAS or other specialist engineer to commission the heating and other gas, oil, LPG, solid fuel services, appliances, fittings or flues and issue an appropriate satisfactory certificate for each fuel with all recommendations completed.
- The final works **will be** the show home clean and sanitising of appliances and leaving the home ready for occupation with all certificates in place.

5.3 Occasionally Homes will be abandoned or will need to be repossessed, in which case the inspection during notice will not be possible, in these cases the same process will be followed after possession has taken place.

## **6. Aids & Adaptations**

- 6.1 We aim to ensure that our customers can live in our homes for as long as they are able to and will carry out adaptations to their homes where possible and where economically viable to allow this to happen. We will carry out both minor and major adaptations.

### **Minor Adaptations**

- 6.2 Minor Adaptations are those adaptations that will help customers live in their homes at relatively minor costs this will include items such as

- Grab Rails
- Longer shower hoses
- Lever taps
- Ramps (although some of these are valued at over £500).

These adaptations will be funded through the Freebridge Repairs & Maintenance Budgets with an amount allocated each year as appropriate to the other priorities of the organisation. There is no specific cost limit on these repairs however they are likely to cost £125 each or less

Minor Adaptations will be carried out as Responsive Repairs as detailed in Section 4

### **Major Adaptations**

- 6.3 Major Adaptations are those adaptations which require significant work or cost to achieve but will offer customers a significant benefit, this will include items such as

- Level access showers
- Stair lifts (customers will be responsible for servicing their own stairlifts)
- Door widening
- Adapted bathrooms
- Wheelchair adaptations
- Hoists
- Adapted Kitchens
- Extensions

These adaptations will be funded through the Mandatory Grant regime as administered by BCKLWN Care & Repair Team and if appropriate the Freebridge Repairs & Maintenance Budgets with an amount allocated each year as

appropriate to the other priorities of the organisation. Customers must ask for permission to have these works carried out (which will not unreasonably be withheld) and agree to be assessed for the works in accordance with the Care & Repair process.

There may be a significant delay in having these works carried out due to the funding and assessment criteria.

## **7. Rechargeable Repairs**

### **7.1 Purpose**

The purpose of the protocol is to clarify for all colleagues the organisation's approach to rechargeable repairs.

### **7.2 Aims of the Protocol**

- To ensure that customers are made aware of their responsibilities under the tenancy agreement
- To correctly identify and record rechargeable repairs in our system as appropriate
- To correctly and accurately invoice customers for recharges that the organisation feels are cost effective to recover

## **Customer Responsibility**

### **7.3 Tenancy Agreement**

Customers' Tenancy Agreements set out under which circumstances they can be charged for repairs to a property. Although actual agreement clauses vary, generally these are:

### **7.4 Current Tenancy Recharges:**

- Repairs or replacement to furniture or any part of home needed because of damage or neglect (includes glazing)
- Repairs following damage or following insufficient repair to damage
- Work to reverse unapproved improvements or alterations
- Reinstate home to original state after unapproved alterations or additions Inc. prof and admin fees
- The only addition to this list is for the replacement of locks and/or house keys.

### **7.5 Terminated Tenancy Recharges:**

- Work to fill in a fishpond left unfilled when tenant moves out

- Failure to return keys at end of tenancy
- Failure to leave property clean and tidy at end of tenancy
- Repair or replacement for damage deliberate or neglect at end of tenancy
- Removal, storage, disposal of items and admin costs at end of tenancy
- Removal of animals left at end of tenancy

## 7.6 Pre Tenancy Meetings

Prior to a tenancy commencing, new customers are invited into the office to carry out an in-depth interview. This interview includes making customers aware of their responsibilities for reporting repairs, and their liability for the cost of rechargeable repairs (in the circumstances listed above).

Customer's responsibilities are also covered in the [Welcome Booklet](#) and pg. 57 of the [Tenancy Assessment Pack](#).

## Identifying Rechargeable Repairs

### 7.7 Current Tenancies

Where a customer requests a repair that will be rechargeable, the First Contact Centre Advisors are responsible for identifying this, advising the customer of the likely cost and taking an initial payment.

Following the raising of the job, the invoicing and collection process is the responsibility of the Income Team.

In the event that a surveyor or operative identifies any damage or neglect to a property, the customer should be made aware of the likelihood that they will be charged for the works to rectify the issue, and details passed to the Property Services Administration Team, to complete a Recharge Request Sheet.

### 7.8 Terminating Tenancies

When a tenant gives notice to end their tenancy, a pre termination inspection is carried out. During this inspection any repairs required due to damage or neglect, any unauthorised improvements, or likely rubbish/garden clearances should be noted. If the customer is proposing to move to another Freebridge property, the inspection must be failed and the move stopped until all required works are completed.

Where the tenant is moving out of Freebridge stock and a move cannot therefore be prevented, details of the rechargeable repairs should be noted on the inspection form, which is then sent to the Property Enquires Team for logging.

All empty rechargeable repairs jobs should be logged on Open Housing, however only repairs totalling £500 or less should be invoiced.

Details of all empty rechargeable repair jobs should also be passed to the Income Team, for recording as a breach of tenancy. It should be made clear, which are intended for invoicing.

## 8. Contractor Deployment

8.1 **We shall:** Provide a value for money service that meets the needs of our customers. This work **will** be delivered by:

- The Property Services Team where ever this is viable and can be achieve with the highest levels of health and safety being reached.
- Contractors where it obtains better value, the work level is uncertain or short term or there would need to be significant investment in training or health & safety equipment or other equipment such that using our in house colleagues would not make this viable.
- Specialist consultants, contactors or providers where there is a statutory, regulatory or other requirement to do so.

### Requirements for Contractors, Consultants or other providers

8.2 External providers **will** comply with

- All of the standards we have set for our own internal teams
- Our requirements for protecting data
- Our requirements for excellent customer service, integrity and value for money
- Our requirements for Health & Safety
- Our requirements for contract management
- Our requirements for financial compliance and invoicing

8.3 **We will:** Monitor our contractors and providers against our requirements and undertake sample inspections as required.

## 9. Performance Management

9.1 Performance Management will be reviewed by the Property Senior Leadership Team who meet monthly and KPIs and targets will be defined and adjusted as required and as performance improves, however our overall **requirements** are to:

- Achieve a high level of overall customer satisfaction as a housing provider
- Achieve a high level of customer satisfaction with our homes and our services
- Achieve a high level of colleagues satisfaction by being a great place to work

- Have accurate records about our properties
- Ensure compliance with all relevant legislation and health and safety requirements
- Communicate well with our customers and do what we say we will to a high standard
- Meet our appointments and carry out works right first time
- Achieve value for money and control of cost and expenditure
- Procure works well and be a great company to do business with by paying bills on time and to the agreed amount

## Treasury Management Policy: 46

### Accountable Director: Finance & Resources

**Policy Statement:** Freebridge shall ensure the provision of the financial resources necessary to achieve the organisation's mission of Developing Homes and Creating Opportunities for People in West Norfolk. All associated procedures and strategies shall be structured to balance exposure to risks and maximise value to Freebridge. Actions that could jeopardise the security or value of assets or detract from the delivery of the Freebridge mission shall be minimised or avoided. In all Treasury Management matters Freebridge shall act in accordance with the Board's stated risk appetite pertaining to treasury management and the Freebridge investment policy.

Freebridge has adopted the National Housing Federation "Excellence in Governance Code" and shall comply with that code in respect of financial, treasury management and governance matters.

Freebridge shall 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.

The Board is responsible for scrutinising, approving and monitoring, Financial Standing Orders, Financial Regulations, Treasury Management Policy and Procedures including the Scheme of Delegation for Treasury Management.

#### **Director of Finance and Resources is responsible for:**

- Implementing policies and strategies and reporting on their implementation. This responsibility may be delegated to other senior members of the Finance Team by the Chief Executive in the absence of the Director of Finance and Resources.

#### **The Board shall:**

- Certify compliance with the Governance and Financial Viability Performance Standard in the narrative report that accompanies the annual audited financial statements as required by the Governance and Financial Viability Standard.
- Review and monitor Treasury Performance and Management by receiving reports from the Director of Finance and Resources in respect of:
  - The completion of approved Treasury Management actions and the review of treasury risks on a quarterly basis.
  - Reviewing the Treasury Management policy and procedures at least once a year.
  - Provide recommendations required to address any identified or significantly changed risks including the provision of independent treasury advice when required; and
- Assess Freebridge's Financial Plan and management of long term financial risks and sensitivities, through stress testing, risk analysis, sensitivity analysis and challenge in order that the board can agree the nature of liabilities that it is prepared to assume and in what proportions.



## **CASH MANAGEMENT**

### **We shall:**

- Generate or borrow sufficient monies to meet its known and reasonable contingent requirements for liquidity. The long term level of cash balances required will be approved by the Board as one of the long term financial planning assumptions. The short-term requirement will be approved by the Board as part of the Treasury Management Strategy. Freebridge Community Housing will not borrow material amounts of money substantially in advance of these requirements, unless there is a clearly demonstrable benefit from doing so.
- Hold any surplus funds as cash or cash equivalents.
- Lend surplus funds only to (or deposit them only with) UK incorporated institutions falling under the supervisory regime of the Financial Conduct Authority Ltd and having a Fitch Short-Term Credit Rating of F1+, F1 or F2.
- In order to diversify exposure no more than £20.0m will be deposited with any one institution. Cash and deposit amounts will be detailed in quarterly Treasury reports to Board. Maintain a 13-week cash flow forecast and a long-term cash budget of a minimum two-year period that identifies its immediate and future need for liquidity. Freebridge Community Housing will only lend or deposit its surplus funds in accordance with Board strategy and Policy.
- Ensure through its financial plan, that it is generating sufficient surplus cash or has committed and secured facilities sufficient to make the repayment(s) of its debts as they fall due.

## **BORROWING**

### **We shall:**

- Hold secured finance facilities at a level that allows settlement of a minimum of two years committed capital programme.
- Not enter into contracts or commitments incurring expenditure without being satisfied that sufficient funding is in place to deliver the projects concerned and meet contracted expenditure.
- Achieve and demonstrate best value in funding arrangements by arranging private finance facilities through competitive tender or market benchmarking exercises.
- Not borrow funds for which its repayments of principal or interest are denominated in currencies other than that in which its income is received.
- Not borrow funds that involve unusual risks related to taxation, leasing, Value Added Tax or foreign exchange. Include provision within funding agreements that allow early repayment of funds whenever possible.

## **SECURITY/PROMISE MANAGEMENT**

### **We shall:**

- Maintain a register of assets and liabilities including a summary of the security requirements and other financial covenants imposed by borrowing agreements. The Director of Finance and Resources will report quarterly to the Board or Designated Committee on actual performance against financial covenants.

Consideration of financial covenants and potential circumstances leading to breach will be considered in the presentation of any financial plan for the approval of the Board. Recognises the need to provide security to funder(s).

- Grant floating charges over its assets only if there is a measurable and material benefit from doing so and will replace such floating charge with a first fixed charge as soon as possible and beneficial.
- Seek to retain as high a value as possible of uncharged assets when that is appropriate and beneficial.

## **DEBT MANAGEMENT**

### **We shall:**

- Recognise that there is an interest rate risk inherent in debt finance.
- Subject to fluctuations in base rate and planning assumptions
- allow fixed rate debt to convert to variable rate debt as fixed terms expire up to and including April 2022. Do not use financial derivative(s) for the mitigation of financial risk without the specific approval of the Board.

## Value for Money Policy: 47 Accountable Director: Finance & Resources

**Policy Statement:** We define Value for Money as the most advantageous combination of cost, quality and sustainability in delivering our service to and on behalf of our current 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, social and environmental 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 its business plan, and through this achieving its mission of Developing Homes and Creating Opportunities for People within West Norfolk.

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**

- **Management Team:**
  - 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: 48

### Accountable Director: Corporate Services & Culture

**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: 49

### Accountable Director: Corporate Services and Culture

**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 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 and procedures, 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 European Economic Area (EEA) 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 EU and/or UK in relation to the processing of personal data.

### Responsibilities:

- Freebridge's Chief Executive 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 DPO shall be the Director of Corporate Services and Culture and shall:

- Work closely with the Chief Executive to foster a positive data protection culture within Freebridge;
  - Report directly to the Board formally on an annual basis;and
  - Lead on all aspects of compliance with data protection legislation within Freebridge. Their main tasks are listed in the Data Protection Panel (DPP)'s terms of reference.
- 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.
  - The DPO shall appoint a Data Protection Panel (DPP). The DPP shall not have operational responsibility for compliance; its role shall be to advise and support the DPO. The DPO shall convene regular meetings of the DPP. The membership of the Panel shall be determined by the DPO. 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: 38](#)

### **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.

## 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 Members. These will be 'signed up' to as part of the

induction information provided to staff and Board Members on appointment Staff and Board 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.

### **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 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.

## Freebridge Strategies

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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