

## Service Level Agreement between Sevenoaks District Council (SDC) and Citizens Advice (CA) – 2021-24

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## 1.0 Scope of the Agreement

- 1.1 This Agreement establishes the relationship between the **Purchaser** and **Provider** in the provision of independent advice and information services and Housing Advice.
- 1.2 **The Purchaser** means Sevenoaks District Council (SDC), its employees and any person authorised to act on behalf of SDC.
- 1.3 **The Provider** means Citizens Advice North & West Kent and Citizens Advice Edenbridge, acting together to provide a cohesive, District-wide, integrated service (CA).
- 1.4 **Clients** are residents and people working in the Sevenoaks District seeking information or advice and, for independent Housing Advice, any person who has ties to the District and falls within the scope of the Housing Advice eligibility conditions set out in Schedule A. It is recognised that CA may be required to provide a service to other callers but that is outside the scope of this Agreement.
- 1.5 **The Services** is the provision of the following, according to the Service Standards and other arrangements set out in this Agreement:
  - a) **General Advice Service:** free, confidential, impartial and independent advice to residents of the District on a wide range of issues including, but not exclusively, benefits, housing, money advice, employment, consumer relationships and taxation in line with the membership standards of Citizens Advice.
  - b) **Housing Advice Service:** a specialist approach to provide debt counselling and mortgage arrears advice and to prevent homelessness where possible. Eligibility conditions are set out in Schedule A. The definition of homelessness is taken from s.175 Housing Act 1996 as amended by the Homelessness Reduction Act 2017, an extract of which is attached at Schedule D.
- 1.6 **Period of the Agreement:** This is a three-year Agreement that will start on 1<sup>st</sup> April 2021 and finish on 31<sup>st</sup> March 2024 unless it is terminated or varied in line with the terms and conditions set out in this Agreement.

## 2.0 Service Standards

- 2.1 The Provider will operate to the requirements of the Advice Services Alliance and will comply with the Advice Quality Standards.
- 2.2 The Provider will provide a service to Clients using means that include email, face-to-face sessions (by appointment and/or 'drop in'), telephone and video calls. The Provider will ensure that the service is available via a combination of these means to Clients between 09:30 hrs to 15:30 hrs Monday to Friday. In accordance with Section 4, the Provider will keep under review the best means for assisting Clients and adapt as necessary. Subject to any government restrictions concerning Covid-19, the Purchaser would like the Provider to work towards the return to some face-to-face sessions in Sevenoaks, Swanley, Edenbridge and Westerham. Reporting on this forms part of this Agreement. The Service will not be offered during the two weeks over the Christmas and New Year period or on Bank Holidays.
- 2.3 Clients requiring Housing Advice will be assisted within two working days of their approaching the Provider.
- 2.4 For Housing Advice, the Provider will keep a record of all discussions with the Client including the type of advice provided as set out in Schedule A to enable a seamless service to be provided to the Client.

- 2.5 The Provider will notify the Purchaser of the agreed hours and means of access in April of each year. Any changes to the hours of access will be undertaken only after consultation with the Purchaser, unless it is for a part of the service funded wholly by other funders. This consultation must be undertaken in advance of any public notice of intention to make such changes.
- 2.6 The Provider will maintain an appropriate core of volunteer trained advisers covering the District.
- 2.7 The Provider will advertise the Service in local communities, Sevenoaks District Council premises, Sevenoaks District Council's website and from time to time in conjunction with the District Council, in "In Shape" magazine.
- 2.8 The Provider will consult the Purchaser annually about the content of a uniform client satisfaction survey which the Provider will undertake on an annual basis for each year of the Agreement, using a minimum random sample of 150 Clients evenly distributed between the three locations.
- 2.9 Where appropriate CA and SDC will share training sessions which benefit the CA staff and Housing officers and are cost effective.
- 2.10 The Provider will acknowledge the financial support of SDC in all its publicity and will display the District Council's logo in a prominent position at each of the three offices.
- 2.11 The Purchaser and Provider will work together to attract external funding for the work of the CA.

### **3.0 Policies and Safeguards**

- 3.1 The Provider will ensure that policies are in place so that the Service complies with existing and future legislation. This should include an Equal Opportunities Policy together with appropriate monitoring of BME groups to ensure fairness and equal access among those eligible for the Service. The Provider should embrace Sevenoaks District Council's Equality Scheme.
- 3.2 The Provider will ensure that the Service is covered by a Child and Vulnerable Adult Protection Policy, will adhere to Citizen Advice's Safeguarding Policies, that all staff have read and understand the Policy and that appropriate enhanced level DBS checks are in place. The Provider will have regard to the District Council's Safeguarding Policies.
- 3.3 The Provider will maintain an up-to-date risk assessment relating to the provision of the Service and make this available to the Purchaser.
- 3.4 The Provider will make arrangements to insure professional negligence, public and employers' liability.
- 3.5 The Provider will make available copies of the policies and other safeguards mentioned in this section if requested by the Purchaser.

### **4.0 Performance Review and Monitoring**

- 4.1 Monitoring will be carried out on a quarterly basis with an annual service review. Payment for years 2 and 3 will be dependent upon the Provider's successful delivery of the Agreement in years 1 and 2.
- 4.2 The Provider will provide the Purchaser with a combined quarterly monitoring report by 21<sup>st</sup> of July, October, January and April of each year using the report headings set out in Schedule B, relating to the quarters April-June, July-September, October-December, January-March.
- 4.3 The Provider will provide the Purchaser with information for the annual service review by the end of November each year using the report headings set out in Schedule C.
- 4.4 The Provider agrees to meet the Purchaser quarterly to review progress.

## 5.0 Payment and Financial Conditions

5.1 The Purchaser will pay the Provider in advance by April 10<sup>th</sup> the sums set out below subject to satisfactory performance in delivering this Agreement.

Year	General Advice Service	Housing Advice Service	Total £ per year
2021/22	£32,847 for Edenbridge £65,693 for Sevenoaks and Swanley	£6,000 for Edenbridge £12,000 for Sevenoaks & Swanley	£116,540
2022/23	£32,847 for Edenbridge £65,693 for Sevenoaks and Swanley	£6,000 for Edenbridge £12,000 for Sevenoaks & Swanley	£116,540
2023/24	£32,847 for Edenbridge £65,693 for Sevenoaks and Swanley	£6,000 for Edenbridge £12,000 for Sevenoaks & Swanley	£116,540

## 6.0 Contact Officers

6.1 The Purchaser's Contact Officers are as follows:

### **General Advice Service:**

Sarah Robson, Chief Officer – People & Places

Kelly Webb, Health & Communities Manager

Jenny Godfrey, Community Projects & Funding Officer

### **Housing Advice Service:**

Rebecca Wilcox, Head of Housing & Health

Rav Kensrey, Homelessness Prevention Manager

6.2 The Provider's Contact Officers are as follows:

### **Citizens Advice Edenbridge**

Colin Jones, Trustee

Sian Hiller, Chief Officer

### **Citizens Advice North & West Kent**

Robin Thompson, Chairman

Angela Newey, CEO

## 7.0 Termination of the Agreement

- 7.1 If either party to this Agreement wishes to withdraw from the Agreement, at least 12 months' notice must be given in writing. Where termination is the result of the Provider not fulfilling the terms of the Agreement, a minimum of 6 months' notice should be given.
- 7.2 If the Provider cannot meet the commitments as set out in the Agreement, it will notify the District Council's Chief Officer for People & Places immediately the issue is identified. The Purchaser will review together with the Provider the ability to continue in the Agreement.

## 8.0 Undertaking

- 8.1 I agree to provide the services identified in the Service Specification, and to meet the terms and conditions contained in this Agreement.

Signed

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**Chair, on behalf of the Trustee Board of Citizens Advice Edenbridge**

Date

Signed

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**Chair, on behalf of the Trustee Board of Citizens Advice North & West Kent**

Date

Signed

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**Chief Executive, Sevenoaks District Council**

Date

## Schedule A

### A1 The Scope of the Housing Advice Service

- i. To provide an effective independent Housing Advice service to people who are eligible for Housing Advice as set out in A2 below. The principal aim of the Housing Advice Service is to prevent homelessness.
- ii. Where appropriate, in order to prevent homelessness, to undertake debt counselling and/or mortgage arrears advice and assist with budgets which may include negotiating on the client's behalf with external organisations.
- iii. To assess prevention duty owed and households eligibility and suitability for Sevenoaks District Council Private Sector Lettings scheme enabling households to secure affordable and safe private rented sector accommodation
- iv. To sign post suitable households for sheltered and extra care housing schemes provided applicants are eligible to join Sevenoaks District Council housing register.
- v. To signpost homeless or potentially homeless clients to relevant agencies. This will include, for example, advising and supporting people to advise/support those who are homeless or facing homelessness to contact Sevenoaks District Council as managers of the housing register, or suggesting contact with the Home Improvement Agency to have disabled adaptations undertaken with support.
- vi. To share information relating to specific cases where an applicant provides written permission/authorisation to the Council or Citizens' Advice in advance of the request.
- vii. To comply fully with Sevenoaks District Council's commitment to ensuring that the service is non-discriminatory and that clients can access the service taking account of any vulnerability or other specific housing needs. This includes consideration of reasonable preference categories (as defined in Part 6 of the Housing Act 1996) and protected characteristics (as defined in the Equality Act 2010), as well as clients being provided with a Statement of Choice through the Kent Homechoice System ([Further information available at Kent Home Choice](#)).

### A2 Eligibility for the Housing Advice Service

- i. Eligible applicants must be:  
People who will be homeless within 56 days of approach **or**  
People who are potentially homeless within a maximum of 3 months of approach  
**and**  
live or work within the District **or**  
can demonstrate that they have lived here at least 6 months out of the last 12 months or 3 years out of the last 5 years **or**  
applicants or close relatives must demonstrate a special need to be rehoused in this District (for example, through fear of violence in another district)

**A3 Information relating to the Housing Advice Service to be provided where possible**

- i. household composition, including gender, Date of Birth, nationality and National Insurance Number
- ii. applicant's housing requirements
- iii. applicant's special needs where they have been identified with the applicant
- iv. applicant's request for low cost home ownership (if applicable)
- v. applicant's financial details particularly savings and income details
- vi. applicant's local connection to the District, using the information upon which the Client's eligibility for the Housing Advice Service is based.
- vii. relevant medical information (if applicable)
- viii. applicant's relevant past history, eg past evictions, debt problems, etc.

## Schedule B

### Performance data required for quarterly monitoring

- B1 Number of advertised hours of opening each week for advice in Edenbridge, Westerham, Sevenoaks and Swanley.
- B2 The number of Clients assisted this quarter.
- B3 The number of issues raised this quarter.
- B4 A breakdown of those listed in B2 by type of enquiry, level of enquiry and ward of residence.
- B5 Percentage of the number of Clients who have received the Service and who are from Black and Minority Ethnic groups.
- B6 The total number of trained advisers, recorded on the last day of each quarter.
- B7 The number of benefits appeal, employment appeal and legal appeal cases opened this quarter.
- B8 A breakdown of how those set out in B2 were assisted, i.e. the number of telephone calls; emails; video calls; face-to-face sessions. Include a statement about any changes made to the means of delivering the service to Clients with reasons.
- B9 Exception reporting: Dates on which the full Service was not available in the District, excluding weekends, bank holidays or in the two weeks over Christmas.
- B10 Exception reporting: Number of Housing Advice Clients who could not be assisted within 2 working days of their approaching the Provider.
- B11 Total number of Housing Advice Clients benefiting from the Housing Advice Service.
- B12 A quarterly spreadsheet report showing issues leading to Actual or Threatened Homelessness, setting out: Citizens Advice office, short description and AIC elements completed as relevant for the case.
- B13 A quarterly spreadsheet report showing Clients at risk of Actual or Threatened Homelessness, setting out: Citizens Advice office, short description and AIC elements completed as relevant for the case.
- B14 Outcomes sheet setting out the number of cases where it is estimated that homelessness has been prevented for Clients and their households included in B12 and B13.



## Schedule C

### Information required for annual review by end November

- C1 A copy of the most recent Citizens' Advice Membership confirmation, updated every three years, including the CLS Quality Mark.
- C2 The results of the annual uniform customer satisfaction survey, which should separately identify Clients of the Housing Advice Service.
- C3 Total number of people assisted October to September.
- C4 Total number of Clients (see 1.4 for definition of 'Client') receiving the Service (see 1.5 for definition of the Service) October to September.
- C5 A synopsis of the publicity materials produced during the year with one example copy provided.
- C6 Copies of the most recent annual accounts
- C7 The average number of paid staff hours per week during the year
- C8 The number of voluntary staff hours worked during the year.
- C9 A summary of any changes in the way the Service has been delivered during the year.
- C10 A summary of any proposed changes to the Service in the ensuing year.
- C11 A statement of how the Service has assisted in the delivery of Sevenoaks District Community Plan objectives during the year.
- C12 A copy of the budget for the ensuing year.

## Schedule D

### The definition of 'homelessness'

Housing Act 1996 as amended by the Homelessness Reduction Act 2017, s175 Homelessness and threatened homelessness:

- (1) A person is homeless if he has no accommodation available for his occupation, in the United Kingdom or elsewhere, which he—
  - (a) is entitled to occupy by virtue of an interest in it or by virtue of an order of a court,
  - (b) has an express or implied licence to occupy, or
  - (c) occupies as a residence by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of another person to recover possession.
- (2) A person is also homeless if he has accommodation but—
  - (a) he cannot secure entry to it, or
  - (b) it consists of a moveable structure, vehicle or vessel designed or adapted for human habitation and there is no place where he is entitled or permitted both to place it and to reside in it.
- (3) A person shall not be treated as having accommodation unless it is accommodation which it would be reasonable for him to continue to occupy.
- (4) A person is threatened with homelessness if it is likely that he will become homeless within 56 days.
- (5) A person is also threatened with homelessness if –
  - (a) a valid notice has been given to the person under section 21 of the Housing Act 1988 (orders for possession on expiry or termination of assured short-hold tenancy) in respect of the only accommodation the person has that is available for the person's occupation, and
  - (b) that notice will expire within 56 days.