

## DPS SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

### Letter of Appointment

CCZZ18A10 – Research Project Housing Court

Dear Sirs

### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier dated 5<sup>th</sup> June 2018.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	(TBC Post Award)
From:	Ministry of Housing, Communities and Local Government ("Customer")
To:	Alastair Burns & Co ("Supplier")

Effective Date:	5 <sup>th</sup> June 2018
Expiry Date:	End date of Initial Period - 4 <sup>th</sup> December 2018 End date of Maximum Extension Period - 3 <sup>rd</sup> June 2019 Minimum written notice to Supplier in respect of extension: 2 Weeks

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and Annex C Suppliers Pricing Matrix
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Key Individuals:	For the Client: [REDACTED]  For the Supplier: [REDACTED]
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Guarantor(s)	N/A
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Contract Charges (including any applicable discount(s), but excluding VAT):	<p>As confirmed in Annex C – Supplier’s Pricing Matrix. The total contract value shall not exceed £ £70,560 excluding VAT. The breakdown of costs is as follows:</p> <p>The value for Objectives One (1) and Two (2) will be a maximum of £24,960.00 (Ex VAT). Payment will be made in line with the cost breakdown at Annex C. Objective Three (3) is optional and should it be pursued, costs will be in line with that of the agreed framework rate card and benchmarked against the outline objective three (3) costs in Annex C (of £45,600 excluding VAT). All costs will be agreed between the Supplier and the Customer prior to any work commencing. No travel and subsistence will be paid.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Products must meet the Authorities quality standards and expectations before payment is authorised.</p> <p>Invoices must be sent to the following address:</p> <p>[REDACTED]</p> <p>Payment milestones will be agreed with the Supplier based on the schedule of work proposed. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
Insurance Requirements	In line with CCZZ18A10 RM6018 Contract Terms
Customer billing address for invoicing:	<p>Ministry of Housing, Communities and Local Government</p> <p>[REDACTED]</p> <p>Email: [REDACTED]</p>

Alternative and/or additional provisions (including Schedule 6 (Additional clauses)):	N/A
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## FORMATION OF CONTRACT

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.**

**The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt**

**For and on behalf of the Supplier:**

**Name and Title:** [REDACTED]

**Signature:** [REDACTED]

**For and on behalf of the Customer:**

**Name and Title:** [REDACTED]

**Signature:**

**Date:** 07.06.2018

**Date:** 14<sup>th</sup> June 2018

## ANNEX A

### Customer Project Specification

#### 1 SCOPE OF REQUIREMENT

1.1 There are two key objectives for the project, and this may be followed by a third objective:

1.1.1 The first objective is to address the evidence gaps in order to better understand:

- a) Users experiences' of and satisfaction with the time it takes to initiate, progress and conclude housing possession cases in the county court. This is limited to the Private Sector. The latest information on housing possession cases can be found in the MoJ statistical bulletin:[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/679781/mortgage-landlord-possession-statistics-oct-dec-2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/679781/mortgage-landlord-possession-statistics-oct-dec-2017.pdf)
- b) Identifying whether the drivers behind timelines are primarily due to the operation of the court or other reasons such as landlord behaviour (whether intentional or otherwise)
- c) The additional time taken to deal with issues arising in possession cases
- d) Possible options to reduce time frames involved in dealing with these issues

1.1.2 The second objective is to establish whether there are issues around speed, accessibility, and ease of use in other (non-possession) housing cases in the county court;

- a) To understand what types of housing cases may be affected
  - b) To establish evidence on the impact of these issues for tenants and landlords, including understanding users' experiences of such cases, and whether satisfactory outcomes are being reached.
  - c) To understand whether these issues are less prevalent in the First Tier Tribunal (Property Chamber).<sup>1</sup>
  - d) The kinds of cases that might be considered in this objective could include:
  - e) In the courts, claims for compensation for unprotected or non-returned deposits, harassment, unlawful eviction, disrepair and other tenancy breaches.
  - f) In the tribunals, cases relating to service charges, appointment of new managers, and enforcement of minimum housing standards
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- g) To include private renters, social renters and leasehold cases (e.g boundaries and trespass disputes)
- 1.1.3 Objective 3 is an option which the Customer may choose to take up. Following the outcome of stages 1 and 2, e.g. if factors affecting timeliness are elicited, the Customer may choose to take up a third option. This will involve more research into the process involved and the experiences of participants in individual cases, in order to identify how to overcome. This may involve private renters, social renters and leasehold cases. It is envisaged this will involve looking at records of individual cases and undertaking further in-depth research with participants.

## **2 THE REQUIREMENT**

- 2.1 The Customer will require a series of outputs that directly address the research objectives outlined in section 5.2 and 5.3.
- 2.2 For objectives 1 and 2, the Customer is looking for a qualitative approach that will build upon and enrich existing understanding of the county court statistics. This may include interviews and/or focus groups but it will need to engage with stakeholders and identify any emerging issues which may impact upon the timeliness of the resolution of different types of cases. The Customer will assist the Supplier by providing contacts for the key stakeholders, and assisting with the development of topic guides and/or interview questions. With regard to objective one, MoJ and HMCTS analysts collect statistics on the length of time it takes to resolve possession cases, including by individual courts and regions, and by key stages (i.e. issue to order, warrant and repossession). Key data will be made available to the Supplier on a confidential basis, in order to assist with the design of the study.
- 2.3 The initial phase of the work on both objectives 1 and 2 is likely to involve engagement with key stakeholders such as the judiciary, legal professionals, landlord representatives, and tenant representatives, in order to understand the different dimensions of the issues involved.
- 2.4 The Supplier should note that with regards to objective 2, non-possession housing cases are not marked separately on MoJ's records system, and there may not be same level of background data for the non-possession cases as exists for the landlord possession cases
- 2.5 The Supplier should note that objective 3 may involve examination of individual case records, and should therefore be aware of data protection and sharing, and ethical issues arising, and ensure that their bid allows sufficient time and resourcing to account for these factors. All data sharing will be subject to MoJ's data sharing agreements and data protection policy.
- 2.6 For all objectives, the Supplier must consider how to recruit and engage participants in the study, using the contacts provided by the Customer. These can be shared at the initiation meeting. Further, the Customer is currently conducting a survey of Private Landlords, and these may offer potential sources of participants in the study.

2.7 The option to pursue objective 3 will depend upon the findings from the investigations of objectives 1 and 2.

### 3 KEY MILESTONES

3.1 The key project milestones are as follows.

3.2 The Supplier should note the following project milestones that the Customer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Inception meeting	Within week 1 of Contract Award
2	Fieldwork for objectives 1 and 2	Within week 6 of Contract Award
3	Draft report outlining key findings from stage 1 and 2	20 <sup>th</sup> July 2018
4	Presentation of draft report to project board	27 <sup>th</sup> July 2018
5	Final report of stages 1 and 2	30 <sup>th</sup> August 2018
6	Option 3 fieldwork	Dependent upon the Customer's decision to take up objective 3
7	Option 3 final report	Dependent upon the Customer's decision to take up objective 3

### 4 CUSTOMER'S RESPONSIBILITIES

4.1 The Customer will ensure all contractual obligations are adhered to and managed accordingly. A key contact will be identified within the Customer as the Contract Manager to oversee the project. Any Supplier queries will be addressed and responded to within 3 working days by the Contract Manager. The Customer will provide suitably qualified persons to attend and chair supplier meetings when required to do so.

### 5 REPORTING

5.1 The Supplier will be required to provide all outputs in Microsoft Word, in plain English and for these to be quality assured and proof read by the Supplier before submission to the Customer. Reporting is to be delivered in a format agreed by the Customer and Supplier.

5.2 The Customer will require weekly progress reports throughout the project with regular updates of a risk register, these may be in written form or conducted through teleconference and confirmed via email as necessary.

5.3 The Supplier will provide:

- 5.3.1 A draft report, analysing and summarising the extent of the problem for both possession and non-possession cases and identifying any key barriers to quicker resolution of possession disputes. The report will be required by 20<sup>th</sup> July 2018.
  - 5.3.2 A final report, building on the draft report and providing a more detailed analysis of the investigation into objectives (i and ii). (This will be required by 30<sup>th</sup> August 2018).
  - 5.3.3 A presentation of the draft report to the project board, to be held in July 2018.
- 5.4 The format and timing of outputs for objective 3 will depend upon the results of the other two objectives, and will be agreed between the Customer and the Supplier following the completion of these stages.

## 6 STAFF AND CUSTOMER SERVICE

- 6.1 The Customer will work with the Supplier to produce a full risk register. The risk register will be updated throughout the life of the project and will be included along with regular progress updates
- 6.2 The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Communication	Brief progress reports by email against agreed work milestones circulated by the Supplier no later than one working day before progress meetings. Regular discussions via telephone as required.	100%
2	Project management	All action points from progress meetings circulated and agreed within two days of meeting.	100%
3	Completion of objectives (i) and (ii)	Draft Interim Report to be submitted to the Customer by the agreed deadline.	100%
4	Completion of objective (iii)	Document describing and confirming the approach proposed to be submitted to agreed deadline and accepted and approved by the Customer.	100%

6.3 The Customer will maintain a record of Supplier adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Customer and the Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here. Performance Management will be in accordance with Terms and Conditions as set out in CCZZ18A10 RM6018 Contract Terms.

6.4 Where the Successful Provider fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Customer reserves the right to seek early termination of the contract in accordance with the procedures set out in Part 2 - Terms and Conditions.

## **7 SECURITY REQUIREMENTS**

7.1 The Supplier will be required to securely store data, which may include personal data, in accordance with the Data Protection Act. The Supplier must follow the appropriate requirements for this. Further, where MoJ data is used this data sharing will be subject to MoJ's data sharing agreements and data protection policy.

7.2 The Supplier will be required to provide assurance to the Customer that all data will be destroyed within a reasonable timeframe from completion of the project.

## **8 INTELLECTUAL PROPERTY RIGHTS (IPR)**

8.1 The Customer will retain full Intellectual Property Rights for the work completed.

## **ANNEX B**

### **Supplier Proposal**

#### **1 OBJECTIVES 1 AND 2**

- 1.1 As far as possible, the Supplier will look at this from all relevant perspectives: from the point of view of private landlords, private residential tenants, advisors, legal professionals and the courts themselves. By examining the drivers and barriers that influence timescales, the research will understand whether these are primarily due to the operation of the court or other factors (such as landlord or tenant behaviour). This will enable the research to identify possible options to reduce the time frames. In relation to this objective, prior to the qualitative research, the Supplier will undertake an initial stage of background research into the data available on housing possession cases. This, in conjunction with interviews with key Customer staff, will provide an important basis for understanding the context and will guide the design of the qualitative sample. For example, if there are regions or courts with particularly long timescales, the Supplier will choose to locate some interviews in this area in order to understand the issues. This could be compared with another region in which there are faster timescales, to help identify the factors that contribute to speedy resolution.
- 1.2 The second objective is somewhat broader. It asks the Supplier to establish whether there are issues of speed, accessibility or ease of use (or, indeed, anything else) that affect the progress of non-possession housing cases in the county courts and tribunals. These non-possession cases might include claims in the county court relating to deposits, unlawful eviction, disrepair, or tribunal cases relating to service charges, appointment of managers or housing standards. The range of cases is further broadened by the inclusion of private renters, social renters and leasehold cases (rather than just private, as in objective 1). Background analysis, along with discussions with Customer staff, will help the Supplier focus the sample design on regions which appear to have longer timescales, or on the types of case that seem most problematic.

#### **2 ENGAGING STAKEHOLDERS**

- 2.1 Objectives 1 and 2 will be met primarily through qualitative research with key stakeholders such as the judiciary, legal professionals, landlord representatives, tenant representatives, and advisory organisations. The Customer will provide contact lists of stakeholders from which to recruit participants.
- 2.2 There are several challenges that will be considered in the Supplier's approach to recruiting and interviewing stakeholders.
- 2.3 The nature of the stakeholder audience
  - 2.3.1 This research will be handled particularly carefully for several reasons:
    - a) There is a relatively small universe of key stakeholders to be consulted and the Supplier will need to engage the co-operation of as many as possible in the research. The Supplier will therefore need to think about how best to ensure their involvement. The Supplier will be careful not

require too much of them, in the expectation that the Customer will want to consult them again in future.

b) The stakeholders will be speaking to are senior and important people with whom the Customer wishes to develop its relationship. Therefore, the Supplier will need to be careful to leave them with a good impression as, inevitably, the research itself will form part of the relationship.

c) The stakeholders are a disparate, influential and independent audience. Stakeholders of all types are particularly important because their co-operation and support is vital if the Customer is to deliver its objectives. It does not 'control' these stakeholders: it needs to work in partnership with them in order to achieve its aims and implement changes.

2.4 The Customer is a key stakeholder for many of these individuals too, and, no doubt, many of them will have strong opinions and their own agenda for what they would like out of the relationship. These sensitivities will be managed carefully as certain interest groups may have strong feelings about the way court cases should be managed. The Supplier will ensure that the research is focused on issues of relevance and interest to the Customer, and not let it be hi-jacked by the stakeholders' agendas (which can be an issue with lobby groups and industry/professional associations).

2.5 The Supplier therefore needs to be mindful of and sensitive to these critical relationships. This means:

2.5.1 Treating all Supplier contacts with utmost respect as senior and independent stakeholders.

2.5.2 Demonstrating that this is a genuine effort to listen to their voices and act upon their concerns. The exercise will arouse cynicism if people feel that nothing is going to be done as a result.

2.5.3 Tailoring the interviews to be relevant to the role of the interviewee.

2.5.4 Being as flexible as possible in terms of the scheduling of interviews, to make it easier for them to take part within the desired timescale.

2.5.5 Talking to this senior and important audience has other implications: Researchers need to do their homework. Stakeholders will justifiably be irritated if the researcher does not understand who they are and what they do.

2.6 In addition, as part of the briefing, the Supplier will interview the relevant Customer contacts to learn more about each target stakeholder / organisation and understand their role in relation to objective 1 or 2 of this research.

2.7 Alastair Burns, principal and founder of The Supplier, will personally manage the recruitment and conduct a large proportion of the interviewing, along with his director-level partner, Teresa Hadfield. The Supplier will only use director level researchers:

- 2.8 The research approach will be respectful of stakeholders' intelligence and give them time to express their views fully.

### **3 ENCOURAGING STAKEHOLDER PARTICIPATION**

- 3.1 Persuading stakeholders to take part within the timescale of the project is a key challenge as there is likely to be a fairly small universe and, for the research to be comprehensive and effective, the Supplier cannot afford to have many who decline. Therefore, the recruitment approach will be very important.
- 3.2 The Supplier will approach the recruitment and ensure senior stakeholder participation is as follows. High quality recruitment is essential, to ensure that stakeholders are impressed with the professionalism of the research. To this end, the recruitment of key stakeholders will not be sub-contracted to a third-party recruiter but will be overseen personally by Alastair Burns – the Director who will be carrying out a large proportion of the interviews – and will be conducted by The Supplier internally.
- 3.3 The Supplier recruiting the interviews (rather than sub-contracting this element to third party recruiters) will provide an opportunity to start building rapport with the stakeholders prior to the interviews. Gaining their confidence at this point will encourage better engagement in the research and a greater willingness to be open in the interview itself.
- 3.4 A letter or phone call about the research from the Customer will be an important element to 'warm up' contacts and encourage participation. Ideally, a letter would be sent to the stakeholders that are targeted to take part prior to the recruitment call. However, if the timings are too tight to allow this, it will save time to send the letter to participants as the Supplier recruits them rather than in advance. The letter will explain:
- 3.4.1 What the research is about
  - 3.4.2 Why the Customer would like them to take part (i.e. why is it important?)
  - 3.4.3 What it will involve, and the timescale
  - 3.4.4 The research will be confidential and anonymous
  - 3.4.5 Who is conducting the research
  - 3.4.6 Who to contact if they have any questions or wish to be excluded.
- 3.5 The letter will be signed by the most senior manager possible at the Customer, to underscore the importance of the research. The letter will be on the Customer letterhead, as this will reassure stakeholders that the research is on their behalf.
- 3.6 The Supplier will send out the letters as recruited, starting with a first wave of the highest priority / 'ideal' sample.
- 3.7 The Supplier will begin contacting the individual stakeholders as soon as possible after receipt of the contact list to obtain their agreement to be interviewed and arrange a suitable time for a face interview or telephone interview. This initial contact

will be by telephone, supported by e mail. The Supplier will approach a broad sample of stakeholders to ensure that the sample is broadly based and not biased to any one type.

- 3.8 The Supplier will also set in place a system for sharing information with the Customer to ensure that:
- 3.9 The Supplier is alerted immediately if any stakeholders contact the Customer directly asking to opt out (or, indeed, agreeing to take part).
- 3.10 The Supplier will let the Customer know if any stakeholders decline to take part for any reason
- 3.11 The Supplier will let the Customer know if The Supplier are identify any errors or changes in the stakeholder contact details.
- 3.12 Allowing flexibility in the fieldwork timing and locations will also help to encourage participation.
- 3.13 The Supplier will be patient and persistent, over many phone calls and e mails, to ensure that they get to speak to the right people. In practice, recruiting senior stakeholders can be as much about convincing their PA or other support staff of the importance of the research as it is about persuading the individual stakeholder.
- 3.14 Offering a combination of face to face and telephone interviews will also help the Supplier to achieve the required response. Where stakeholders are unwilling or unable to give the time for a face to face interview, the Supplier will have the option of offering a telephone interview.
- 3.15 The Supplier will offer participants feedback on the overall response from the study. There will be a letter to stakeholders from the Customer at the end of the project, thanking them for their participation and giving them an overall sense of the findings.
- 3.16 It will be possible to recruit these stakeholders without the need for incentives. Moreover, offering incentives is not in any case appropriate for the stakeholder audience, given that the research is for an important public body, therefore the research is of mutual benefit.

#### **4 DATA COLLECTION METHODOLOGY FOR STAKEHOLDERS**

- 4.1 Face to face individual depth interviews
  - 4.1.1 The Supplier will conduct individual face to face depth interviews to meet the research objectives.
  - 4.1.2 The Supplier will show stimulus materials as the research progresses. The Supplier will ask for stakeholders' views on how to improve the process and these ideas can be introduced in later interviews for feedback. This will help the research to deliver added value in terms of recommendations for improvement. A face to face interview will allow the Supplier to show relevant

materials more easily. The Supplier will mail these to telephone interviewees if required.

- 4.1.3 The Supplier will emphasis conducting face to face depth interviews with the highest priority stakeholders. Face to face depths will be conducted at a place convenient for the stakeholder, which in most case will be their own offices, to minimise the inconvenience. The interviews will last up to an hour. The interviews will be recorded for transcription and analysis purposes (although responses will remain anonymous). Recruitment will be helped if the Supplier can send stakeholders a letter or e mail from the Customer to explain the research and request their cooperation.

## 4.2 Telephone depth interviews

- 4.2.1 To supplement face to face interviews, the Supplier will use telephone depth interviews. If possible, telephone interviews will be set up as pre-arranged appointments, rather than 'cold calls',
- 4.2.2 The phone calls, like the face to face interviews, will be recorded for analysis purposes.
- 4.2.3 Telephone interviews can also be conducted online where required, to make it easier to show stimulus material.
- 4.2.4 Time permitting, to maximise the effectiveness of the research, the Supplier will conduct a small number of the interviews as a pilot study, to test the discussion guides and make any adjustments necessary, prior to embarking on the main body of fieldwork.
- 4.2.5 In terms of scheduling, the Supplier will aim to conduct some of the stakeholder interviews first, to provide an understanding of the issues and parameters. This will help The Supplier to design the topic guide for landlord and tenant interviews (if these are opted for). The Supplier will then conduct landlord and tenant interviews, during which time the Supplier would seek to develop ideas for improving timeliness, access or ease of use. The Supplier will then complete the stakeholder interviews, in which they would introduce ideas for improvement, for their comments and suggestions.

## 5 ENGAGING LANDLORDS AND TENANTS

- 5.1 For both of objectives 1 and 2, the expectation is that the Supplier will gain these insights and understanding through engaging with key stakeholders who have a view on the court and tribunal process for housing cases. This would include judges, lawyers, landlords' and tenants' representative bodies, and impartial advice providers (e.g. Citizen's Advice).
- 5.2 To get an in depth understanding of the drivers, barriers and user experience, it is important to get as close to the experiences of landlords and tenants as possible. Whilst stakeholders will undoubtedly give the Supplier useful insights, they will all be relative 'experts' on the subject, being legal professionals, or having been exposed to a lot of cases and/or participants in these cases. The Supplier will speak to some individual landlords and tenants with experience of housing possession or other

cases. This will illustrate and give depth to the issues identified through engagement with key stakeholders. The Supplier will recognise that these individuals cannot be identified and recruited through MoJ or HMCTS data, so will have to be 'free found'. This would be done by a specialist qualitative recruitment agency - Ardent Fieldwork

- 5.3 The approach for finding tenants and landlords will be to post a message about what the Supplier is seeking on suitable panels of potential respondents. Individuals who fit the criteria (e.g. as private landlords or tenants who have been through a housing possession or non-possession case in the recent past) will indicate whether they are willing to take part and provide their contact details. The Supplier will then contact them to assess their suitability and, if appropriate, recruit them to take part in the research. They will be paid a cash incentive for attending.
- 5.4 The Supplier's assumption is that it would not be appropriate to recruit any that were currently involved in a case, but this is an issue that this would discuss with the Customer. Given the sensitivity that may exist about being party to a housing case, this would also be an appropriate approach for the Customer project. If possible, the Supplier will supplement the stakeholder interviews with individual tenant and landlord interviews.

## **6 DATA COLLECTION METHODOLOGY FOR LANDLORDS AND TENANTS**

- 6.1 Given the way in which landlords and tenants will be invited to take part, the Supplier will conduct these interviews as individual, face to face depth interviews lasting up to an hour at a neutral venue (such as a local hotel), or as individual telephone interviews.
- 6.2 In the face to face interviews, some tenants may feel more comfortable bringing a partner or companion, which would be arranged. The Supplier will supplement the face to face with telephone interviews, which will provide some benefits:
- 6.3 The Supplier notes that the brief mentions the possibility of using the survey of private landlords as a source of participants. If available, that might also be a helpful way to identify and recruit landlords who have been involved in possession or non-possession cases. The Supplier will conduct individual telephone interviews rather than face to face interviews with these individuals. In recruiting private landlords, the Supplier will get a good mix of 'professional' and 'lay' landlords (as the attitudes and experiences of those whose main job is letting may be different from those who 'dabble' in buy to lets).
- 6.4 Across landlords and tenants, the Supplier will aim to get a good mix of the type of case (possession and non-possession), region, experience of courts and tribunals, and grounds for possession or claim. The Supplier will 'upweight' the proportion of private landlords/tenants and landlord possession cases, to ensure that the Supplier

have enough with relevant experience to address objective 1 (which focuses on private/possession cases).

- 6.5 By choosing locations in different regions of the UK, the Supplier will ensure that they cover a good range of county courts and tribunals.

## **7 QUALITATIVE RESEARCH SAMPLE DESIGN**

- 7.1 The sample design will to some extent be constrained by:

- 7.1.1 The available budget for objectives 1 and 2
- 7.1.2 The number of stakeholder contacts that the Customer can provide;
- 7.1.3 The practicality, timescales and affordability for free finding landlords and tenants.

- 7.2 Stakeholders

7.2.1 The Supplier will design the interview topic guides to cover both objectives. Some of the interviews will lead with possession cases and others will lead with non-possession cases. Where a stakeholder has particular relevance to possession cases, this is what The Supplier will focus on.

7.2.2 The Supplier will aim to get a good mix of stakeholders with an interest in possession and non-possession cases. The Supplier will also aim for a good mix of stakeholders with a focus on the landlord perspective and the tenant perspective (or both).

- 7.3 Landlords and tenants

7.3.1 The Supplier will conduct interviews with landlords and tenants. If the Supplier do include some landlords, it is expected that some to have views on both possession and non-possession cases, particularly if they are professional landlords with broad and long experience of different types of court case. However, other landlords may not have experience MHCLG Housing Court Research proposal of a wide range of cases (especially if they are the ones being taken to court by tenants). The Supplier will recruit

specifically for possession and non- possession cases, to ensure a good mix across the sample. Other factors the Supplier will consider are:

- a) Professional vs lay landlords;
- b) Private landlords (for objective 1 and 2), social landlords and leaseholders (for objective 2);
- c) Include users of county courts and tribunals;
- d) Mix of regions to reflect those with longer/shorter timescales for resolution (and higher landlord repossession rates)

7.3.2 The Supplier will need to recruit for possession and non-possession cases specifically. Other factors for recruitment of tenants that will be considered are:

- a) Private residential tenants (for objective 1) and social tenants for objective 2;
- b) Include users of county courts and tribunals;
- c) Mix of regions to reflect those with longer/shorter timescales for resolution (although, London Boroughs appear to have a higher proportion of landlord repossession cases than other areas).

7.4 The Suppliers suggested sample options within the budget ceiling of £25,000 plus VAT are as follows:

7.4.1 Option 1 – stakeholders only: 36 depth interviews

	Possession - led		Non-possession - led	
	Face to face depth interviews	Telephone depth interviews	Face to face depth interviews	Telephone depth interviews
Stakeholders	8	10	8	10

7.4.2 Option 2 – including Landlords and tenants: 36 depth interviews

	Possession - led		Non-possession - led	
	Face to face depth interviews	Telephone depth interviews	Face to face depth interviews	Telephone depth interviews
Stakeholders	5	5	5	5
Landlords	2 (Private landlords)	2 (Private landlords)	2	2
Tenants	2 (Private tenants)	2 (Private tenants)	2	2

7.4.3 Option 3 – including Landlords and tenants (preferred option but exceeds £25,000 ceiling): 44 depth interviews.

	Possession - led		Non-possession - led	
	Face to face depth interviews	Telephone depth interviews	Face to face depth interviews	Telephone depth interviews
Stakeholders	5	5	5	5
Landlords	3 (Private landlords)	3 (Private landlords)	3	3
Tenants	3 (Private tenants)	3 (Private tenants)	3	3

7.5 The first phase will involve The Supplier familiarising with the court statistics produced by MoJ and HMCTS to establish: - The differences in timescales involved at each stage of the process (claim to order to warrant to The Customer Housing Court Research proposal 2 - After the sessions, The Supplier will write some initial notes to capture emerging themes / thoughts. - The Supplier then listen back to the recordings and either transcribe them or write 'notes and quotes', depending upon the timescales. Some interviews may be externally transcribed. - Using these notes and transcripts, The Supplier will then conduct a comprehensive content analysis of each interview to get a detailed picture of the responses and findings across all of the areas of the brief. This structure of this content analysis is based on the objectives and the discussion guide. The content analysis is primarily populated by verbatim quotes, but also with the Supplier's own observations about the context or tone of the comments, and the Suppliers emerging hypotheses (which are clearly differentiated from the 'findings'). The Supplier will then examine and build upon this content analysis to identify themes, hypotheses, similarities and differences between the audiences. The Supplier will look for explanations for the differences and for the similarities in response and other researchers on the project go through the same process for their interviews. The Supplier will then have analysis sessions in which they will share the analysis, and look for themes, similarities and differences, and challenge the hypotheses formed. Where there are differences in response, the Supplier will identify reasons for this. From this process comes the Supplier's overarching interpretation. The Supplier will share some of the emerging findings with Customer during the fieldwork, in an informal way to adapt the areas of inquiry in the light of emerging themes and new ideas. Following this analysis and interpretation process, the Supplier will prepare a full debrief presentation structured to address the research objectives. The presentation is accompanied by PowerPoint charts covering:

- 7.5.1 The background to the project;
- 7.5.2 The Research Objectives;
- 7.5.3 A summary of the research sample and methodology;
- 7.5.4 A 'two-minute debrief' summarising the main findings;

- 7.5.5 Detailed findings related to the research objectives (in this case, addressing the factors which influence timescales for possession cases (objective 1) and whether there are any issues of speed, access or ease of use with non-possession cases. This will include verbatim quotes to illustrate the points being made.
  - 7.5.6 Feedback on ways to improve timescales, access, ease of use as appropriate;
  - 7.5.7 Conclusions and recommendations to answer the research objectives.
- 7.6 The Supplier will have an initial meeting with the immediate project team to discuss the findings and explore how these can best be presented to the wider audience. This will be followed up with a formal presentation and/or a workshop style session in which the findings are explored and the implications are drawn out in collaboration with the project team.

## **8 APPROACH TO DATA SECURITY.**

- 8.1 The Supplier is registered under the Data Protection Act 1988 (Z 8480711) and adheres to the DPA Principles of Data Protection, to the requirements of GDPR, to the requirements of the Market Research Society Code of Conduct and guidance in relation to handling personal data.
- 8.2 The Supplier will maintain Cyber Essentials Certification.
- 8.3 The Supplier will understand the importance of handling sensitive personal information related to this project securely. Sensitive data will be processed, stored and transferred securely and will only be accessible to authorised staff working on this project where necessary. Contacts provided to the Supplier by the Customer will be stored securely and handled internally, not transmitted to an external recruitment agency. Where contacts are free found, recruiters will not pass on personal details to researchers or clients but will keep them securely. All personal data will be held on a computer, laptop or electronic device will be password protected and encrypted. If there is a need to transmit personal data electronically, it will be encrypted and password protected. Unless there is no practical alternative, removable media (for example CD, DVD, USB sticks) will not be used to store personal data. Information will be stored for only as long as it is needed or required to be kept and will be disposed of securely and appropriately. Passwords will be at minimum 8 characters. When it is no longer required, all hard copies of personal data will be shredded. Removable computer media used for storing personal data will be destroyed. The Supplier will not pass on or sell any computer equipment to a third party and, in any case, will ensure all personal data and confidential information is non recoverable from any computer system previously used within the organisation

## **9 OBJECTIVE 3**

- 9.1 As objective 3 depends to a large extent on what is discovered in the research into objectives 1 and 2, it is relatively broad at this stage. The brief describes it as further research into the process and the experiences of participants in individual cases. The main purpose of this will be to identify how to overcome issues (such as timescales, ease of access, ease of use). This may involve a broad audience of private renters, social renters and leasehold cases.

## 10 EXAMINATION OF ADMINISTRATIVE DATA

10.1 This information will be gleaned from individual court records, which will be secured via a data sharing agreement with the Ministry of Justice and Her Majesty's Court and Tribunals Service. The research will involve desk research and analysis of the court records to identify key factors that might have wider implications. It is not possible to have access to court users (landlords or tenants) from these records. The Supplier will identify a manageable sample to look at based on criteria relevant to the objectives. This would include:

- 10.1.1 The type of case (possession, non-possession, leasehold);
- 10.1.2 The type of landlord (social, private, professional, lay etc);
- 10.1.3 The length of time it took to resolve the case (perhaps focusing on those that took longer than average);
- 10.1.4 Region / court / areas with a greater proportion of landlord possession / non-possession cases;
- 10.1.5 Other factors that have been identified in the stage 1 research into objectives 1 and 2
- 10.1.6 Based on criteria agreed with the Customer. The Supplier will take a representative sample of the cases to examine in detail. This will involve:
  - a) Creating a framework for analysing and summarising the cases;
  - b) Reviewing and summarising the key points of cases using this common framework;
  - c) Comparing these summaries to identify points of similarity and difference;
  - d) Drawing 'macro' conclusions on the factors that seem to be associated with timescales or other issues with the progress of cases.

## 11 ENGAGING LANDLORDS AND TENANTS OBJECTIVE 3

- 11.1 In addition to some desk research, the Supplier will conduct further depth interviews with landlords and tenants (as suggested for objective 1 and 2). The purpose of this will be to generate and get feedback on ideas for improving the processes of housing court / tribunal cases. The Supplier will expect that, after the objective 1 and 2 research, there will be sufficient information to enable the project team and researchers to generate ideas about measures to MHCLG Housing Court Research proposal improve timeliness or other issues. The objective 3 research may be used to obtain feedback on these ideas, to generate more if necessary, and to refine the concepts to enable them to be actioned more effectively. To meet the objective of identifying potential improvements to the process, the Supplier may speak to individual landlords and tenants (as suggested for objectives 1 and 2).
- 11.2 The Supplier will conduct some follow up interviews with a few of the landlords and tenants spoken to in stage 1 as well as a 'fresh' sample as well. The Suppliers approach to recruiting and interviewing these audiences will be the same as that recommended for objectives 1 and 2 earlier.
- 11.3 The Suppliers suggested sample options
- 11.3.1 Objective 3 – Optional interviews with landlords and tenants (24 depth interviews).

	Possession - led	Non-possession - led
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	Face to face depth interviews	Telephone depth interviews	Face to face depth interviews	Telephone depth interviews
Landlords	3 (Private landlords)	3 (Private landlords)	3	3
Tenants	3 (Private tenants)	3 (Private tenants)	3	3

## **12 Project Management and Contract Review**

- 12.1 The Suppliers project manager will be Alastair Burns, the principal researcher and Director. He will be responsible for liaising with the Customer's project manager, and for delivering the discussion guides, questionnaires, presentations and reports to meet the timings agreed with the T Customer. However, The Customer will also be able to contact Teresa Hadfield, should Alastair not be available.
- 12.2 As the recruitment process for stakeholders will be managed and conducted internally by the Supplier, not sub-contracted to a third-party recruitment agency. The Supplier will retain close control over the process in terms of quality and progress checking.
- 12.3 Recruitment of members of the public (i.e. landlords and tenants) will be carried out by a specialist qualitative recruitment agency, Ardent Fieldwork, who have been recruitment partners of the Supplier.
- 12.4 During the recruitment and interviewing process, the Supplier will provide a weekly update to the Customer's project manager on progress. The project manager, will be responsible for providing these regular reports. This regular report will also help the Supplier to identify at an early stage, with the Customers project manager, any problems that arise in terms of having the right contact details for stakeholders, being able to get in touch with them, having enough contacts, or stakeholder willingness to take part. The Supplier can then agree, with the Customer's project manager, suitable strategies for addressing any anticipated shortfall in meeting the targets, should they arise.
- 12.5 As part of the output for the project, the Supplier will also return to the Customer a copy of the stakeholder contact list with any corrections or updates that the Supplier identify during the recruitment and research process. This will help to ensure that future engagement and communications get to the right person.
- 12.6 The Supplier will be very mindful of the fact that stakeholder experience if the research process will have a bearing on their willingness to take part in future activities. The Supplier will at the end of project review meeting to identify what factors helped in terms of meeting the research aims and any that hindered, to provide learnings that could help with the design and implementation of future surveys.

## **13 PROCUREMENT, INCLUDING SELECTION OF SUB CONSULTANTS**

- 13.1 The Supplier may sometimes sub contract qualitative recruitment to specialist qualitative recruitment agencies. The policy for managing the relationship with these and any other sub-contractors is to ensure that they meet the same high standards as Supplier own staff, as follows:
- 13.1.1 They are made fully aware of the requirements for the contract.

- 13.1.2 The Supplier will ensure that all sub-contractors comply with all the Customers' requirements and reviews this regularly.
- 13.1.3 Where relevant, the sub-contractor is consulted at the proposal stage of projects, so their input is gained on the recruitment challenges, the methodology and the recruitment approach.
- 13.1.4 Each project is formally briefed to the sub-contractor in writing and by telephone by the Director – level Project Manager.
- 13.1.5 The recruitment specification is discussed in detail, to ensure that they understand the requirement, but also to obtain their feedback on the recruitment challenges in advance of the project commencing.
- 13.1.6 All recruitment questionnaires and schedules are personally checked by the project director, before being sent to the Customer for approval.
- 13.1.7 There is frequent and regular (usually daily) contact between the Supplier and the sub-contractor throughout the recruitment phase and the fieldwork phase of the project to obtain updates on progress and to identify and resolve any issues early on.
- 13.1.8 The recruitment agency will carry out automatic quality checks on the recruitment of all projects by randomly back checking a proportion of participants. Where any issues arise, they back check all participants and take action to resolve any shortfall in the agreed sample.
- 13.1.9 The Supplier's project manager monitors the quality of recruitment against the agreed specification. If there are issues or complaints about the quality of recruitment, these are raised as soon as possible with the responsible Director at the sub-contractor who will investigate the issue (e.g. by contacting relevant recruiters) and will report back as soon as possible but, in any case, within 24 hours on the causes and effects of the issue.
- 13.1.10 The Suppliers project manager and the sub-contractor project manager will promptly agree on an action plan to address the problem
- 13.1.11 Where the issue affects the delivery of the project, the Customer will be kept informed about the issue and the actions taken to resolve it.
- 13.1.12 After each project is completed, he Supplier's project manager reviews the performance and the procedures used with sub-contractor and recommends improvements where necessary.

#### **14 REVIEW AND APPROVAL OF DELIVERABLES**

- 14.1 Key research documents such as proposals, discussion guides, recruitment questionnaires, quantitative questionnaires, debrief presentations and reports are checked and approved personally by the Project Director prior to being sent to the Customer for approval.

#### **15 INTERNAL QUALITY AUDITS**

- 15.1 After each project, The Supplier will review the procedures and outputs to identify any areas in which performance could be improved. These improvements are then implemented.

#### **16 KEY MILESTONES**

- 16.1 The Supplier will meet the timings outlined in the brief for delivering initial feedback by July 20th 2018 and for completing the project by delivering a final report by August

30th. The anticipated timetable for successful delivery of the project to meet the deadlines set out in the brief is as follows:

<b>Milestone</b>	<b>Date</b>	<b>Deliverable</b>	<b>By whom</b>
Contract award	Tuesday 5 <sup>th</sup> June 2018		Customer
Provide contact lists for stakeholders	By 8 <sup>th</sup> June	Contact lists with name, job title, address, phone and email	Customer
Briefing meeting to agree the objectives, sample structure, timings and stimulus materials	By 8 <sup>th</sup> June		Customer and Supplier
Send out invitation letters to potential stakeholder participants	By 8 <sup>th</sup> June	Personalised invitation letter	Customer
Provide feedback to Burns & Company about stakeholders willing or not willing to take part	During w/c 11 <sup>th</sup> June	E mail alerts to inform Burns & Co of stakeholders who have responded to the letters	Customer Project Manager

Set up phase: Analyse court statistics, interview MHCLG managers and develop hypotheses	w/c 11 <sup>th</sup> June		Supplier
Develop qualitative discussion guide	w/c 11 <sup>th</sup> June	Draft qualitative discussion guide	Supplier
Recruitment of stakeholders	w/c 11 <sup>th</sup> June onwards		Supplier

Recruitment of landlords / tenants (if this option is taken up)	w/c 11 <sup>th</sup> June onwards		Supplier
Agree discussion guide	By 15 <sup>th</sup> June	Final discussion guide	Customer and Supplier
Provide updates on recruitment and fieldwork progress vs target, and any issues arising	Weekly from w/c 11 <sup>th</sup> June	Progress update – e mail and telephone	Supplier
Pilot interviews with stakeholders	w/c 18 <sup>th</sup> June		Supplier
Fieldwork	w/c 25 <sup>th</sup> June to w/c 9 <sup>th</sup> July		Supplier
Analysis	w/c 9 <sup>th</sup> July and w/c 16 <sup>th</sup> July		Supplier
Initial feedback to project team	By 20 <sup>th</sup> July	Draft presentation	Supplier
Debrief presentation to project board	By 27 <sup>th</sup> July	Presentation of draft report	Supplier
Workshop session to explore the findings	August		Customer and Supplier
Final report on stages 1 and 2	By 30 <sup>th</sup> August	Final report	Supplier

## Annex C - Supplier's Pricing Matrix

[REDACTED]

Total Contract Value: £24,960.00 (Ex VAT)

**Part 1: Contract Terms**



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Terms v0.1.docx