



## **SPECIFICATION**

### **Right to Buy Contact Centre Service** **CPD4121088**

#### **1. PURPOSE**

- 1.1 This is a contract for an advisory service to support social tenants looking to buy their home under the Right to Buy. The service is delivered free to tenants.
- 1.2 This document sets out the requirement for the Ministry of Housing, Communities and Local Government ("the Authority") and its Right to Buy Contact Centre Service ("Service").
- 1.1 The Supplier must go live with the service on 1 April 2021. The contract will be for an initial period of approximately 12 months (ending on 31 March 2022) with the option to extend for two subsequent periods of 12 months.

#### **2. BACKGROUND TO THE CONTRACTING AUTHORITY**

- 2.1 The Authority's role is to create great places to live and work, and to give more power to local people to shape what happens in their area.
- 2.2 Responsibilities include:
  - driving up housing supply;
  - increasing home ownership;
  - devolving powers and budgets to boost local growth in England; and
  - supporting strong communities with excellent public services.
- 2.3 The Right to Buy Contact Centre service supports driving up home ownership and relates to the Authority's statutory Right to Buy policy and the associated Preserved Right to Buy and the Right to Acquire. The proposal to further extend Right to Buy level discounts to housing association tenants is currently under consideration. As and when implemented, it would be expected to increase the volumes of enquiries to the service.
- 2.4 The Right to Buy scheme allows eligible social tenants to buy their home at a discounted price that is lower than market value. The discount receivable is dependent upon the length of time as a tenant.



### **3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

- 3.1 The complexity of home buying can put people off going through the process and social tenants looking to exercise their Right to Buy do not have the benefit of an estate agent to guide them. To overcome this and to ensure that every eligible tenant knows about the Right to Buy and how to go through the process of buying their property, a Government funded Contact Centre Service was set up in 2014. This helpline and free-to-tenants support service provides help to any social tenant (of both local authorities and housing associations) to understand more about the Right to Buy and to assist them if they choose to apply. Tenants are not required to use the service.
- 3.2 The Right to Buy Contact Centre Service is essentially a customer service centre for tenants of social housing and their landlords (local authorities and housing associations). The Contact Centre Service is required to:
- handle general enquiries through a range of media (phone / live chat / web / email / post), including sending out relevant information packs and providing dynamic tailored advice on eligibility for the scheme and affordability for the tenant; and
  - support landlords, informing them of the terms, process and guidance for the different Right to Buy schemes; including guidance on the regulatory requirements placed on local authorities under the statutory scheme.
- 3.3 More details on the current service provided can be found at: <https://righttobuy.gov.uk/>.
- 3.4 The statutory Right to Buy has been in existence since 1980 and relates to local authority tenants, including those who held secure tenancies at the point their homes were transferred from a local council to a housing association whereby the tenant retains what is called a 'preserved' Right to Buy their property in future.
- 3.5 The statutory Right to Buy scheme allows eligible social tenants to buy their home at a discounted price. The discount received is dependent upon the length of time as a social tenant. Local authority tenants of between 3 and 5 years receive a 35% discount on a house or 50% discount on a flat. After 5 years, the discount increases by 1% for every year of tenancy (or 2% for a flat) up to a maximum discount of 70% of market value, or £84,200 (£112,300 in London), whichever is lower. Discounts increase annually in line with the percentage change in the Consumer Prices Index (CPI).
- 3.6 In 2012 the Right to Buy scheme was reinvigorated and the maximum discounts available were increased. Since reinvigoration, over 118,000 Right to Buy and Preserved Right to Buy sales have occurred. Sales rose from nearly 4,000 in 2011/12 to around 18,000 in 2016/17; they fell to c14,000 in 2018/19.



- 3.7 Tenants are free to contact the Right to Buy Contact Centre service at any point before or during their application, for either advice or assistance. Eligibility concerns make up the majority of the questions received by the current Contact Centre, with far fewer specific queries relating to the later parts of the process.
- 3.8 Information on the statutory Right to Buy scheme, can be found at: <https://www.gov.uk/right-to-buy-buying-your-council-home/overview>.
- 3.9 Tenants can only purchase their property under the statutory Right to Buy scheme if they have submitted a successful application to their landlord (whether a local authority or a housing association). The role of the Contact Centre Service is to provide tenants with sufficient information to help them make an informed decision on whether to purchase their home, whilst improving the quality of the applications submitted.
- 3.10 The first stage is to scope the application. This involves assessing against the eligibility criteria whether the tenant is eligible under the Right to Buy scheme. An eligibility test is available at: <https://righttobuy.gov.uk/am-i-eligible/eligibility-quiz/>.
- 3.11 Thereafter it is necessary to calculate the likely costs of purchasing the property, a calculator which works out the discount a tenant can receive is available at: <https://righttobuy.gov.uk/right-to-buy-calculator/>; and tenants can be talked through the additional costs associated with home ownership by using <https://righttobuy.gov.uk/can-i-afford-it/comparing-costs/>.
- 3.12 Applicants are also advised to seek financial and legal advice, although this is not a legislative requirement.
- 3.13 Once an eligible tenant under the Right to Buy scheme submits their completed application form to their landlord (RTB1), the landlord has up to 4 weeks (8 weeks where the tenant has been with the landlord fewer than 3 years) from the date they receive the application form to confirm (via a RTB2 notice) whether or not the tenant has the Right to Buy their home. Providing the tenant is eligible, a further notice (Section 125 notice) will be sent within 8 weeks (or 12 weeks for a leasehold property) of the RTB 2 form being issued, which will set out the property value, the discount available to the tenant, the price the tenant will pay, any structural problems and any terms and conditions of the sale.
- 3.14 Tenants then have up to 12 weeks to accept the offer, during which time they will need to appoint a solicitor and, if necessary, arrange a mortgage.
- 3.15 Should the tenant wish to appeal the landlord's valuation of the property, they have 12 weeks from receipt of the S125 notice to do so.
- 3.16 As with general market sales, time should be added for the financial and legal documents to be agreed and for the conveyance to be processed.



3.17 More details about how the process works can be found;

- In the attached flowchart, Annex 1
- In 'Your Right to Buy' Guide for Tenants:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/878128/Your Right to Buy Your Home A Guide - 2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/878128/Your_Right_to_Buy_Your_Home_A_Guide_-_2020.pdf)
- On the Government's website <https://www.gov.uk/right-to-buy-buying-your-council-home/overview>;
- The Right to Buy website <https://www.gov.uk/right-to-buy-buying-your-council-home>
- And toolkit for Landlords <https://righttobuy.gov.uk/wp-content/uploads/2014/03/Right-to-Buy-A-Guide-for-Local-Authorities-2020.pdf>



#### 4. DEFINITIONS

Expression or Acronym	Definition
<b>Statutory Right to Buy (RTB)</b>	The Right to Buy scheme was introduced in 1980 and allows eligible social / public sector tenants to buy their home at a discounted price. The amount of discount the tenant can receive will depend on the length of time they have spent as a social tenant. The scheme is governed by the Housing Act 1985 (as amended).
<b>Preserved Right to Buy (PRTB)</b>	May apply to those whose homes used to be owned by the council but were sold to another landlord (like a housing association) whilst the tenant was living in it.
<b>Voluntary Right to Buy (VRTB)</b>	In 2015, the government announced the extension of Right to Buy level discounts to housing association tenants. This is a voluntary scheme for housing associations and is known as Voluntary Right to Buy. There have been 2 pilots. The most recent one, the Midlands pilot, is reaching its end. The government has said it will evaluate new pilot areas.
<b>Right to Acquire (RTA)</b>	Right to Acquire allows eligible housing association tenants to buy their home at a discount ranging from £9,000-£16,000. The scheme was introduced in the Housing Act 1996.
<b>Landlord</b>	A local authority or housing association to whom the tenant pays their rent and to which the Right to Buy application should be submitted
<b>Tenant</b>	A person living in accommodation provided by a landlord or a person acting on behalf of a person living in accommodation provided by the landlord.
<b>Public sector tenancy</b>	If the landlord is a local authority or a housing association generally the tenant is considered a public sector tenant.
<b>Secure tenancy</b>	A secure tenant can normally live in the property for the rest of their life, as long as they don't break the conditions of the tenancy – mostly held by local authority tenants.



<b>Assured tenancy</b>	An assured tenant can normally live in the property for the rest of their life, as long as they don't break the conditions of the tenancy – mostly held by housing association tenants.
<b>RTB1 form</b>	The application form a tenant must complete and send to their landlord if they wish to exercise their Right to Buy.
<b>RTB2 form</b>	The form the landlord must send to the tenant confirming whether or not the tenant has the right to buy their home.
<b>Section 125 notice</b>	The landlord has up to 8 weeks (12 weeks if the property is a flat) to send an offer notice to the applicant. This notice includes the landlord's valuation of the property, discount applicable and any terms and conditions.
<b>RTB6 form</b>	The initial notice of delay form the tenant can serve on the landlord if the landlord has not responded within the statutory deadlines.
<b>RTB8 form</b>	The operative notice of delay form the tenant can serve on the landlord when there are extended delays in the landlord responding.
<b>Contact Centre Service</b>	Right to Buy Contact Centre providing a support service to tenants who wish to know more about Right to Buy and/or wish to apply for Right to Buy.
<b>Contact Centre Operator</b>	Contact Centre staff dealing primarily with general enquiries from tenants over the telephone or by email.
<b>Applicant</b>	A tenant who has applied for Right to Buy.
<b>Potential Applicant</b>	A tenant who may wish to apply for Right to Buy.



## **5. SCOPE OF REQUIREMENT**

- 5.1 The Supplier will be required to provide the Right to Buy Contact Centre service from 1 April 2021.
- 5.2 Where tenants show an interest in the Right to Buy, the Supplier shall provide support by sharing information on eligibility and providing advice on general enquiries. The objective of the pre-application advice is to assist tenants to make an informed decision on whether to apply and if they decide this is the right decision for them, to provide support throughout the process. The objective of the post-application advice is to ensure that tenants are able to work through the scheme's process.
- 5.3 Tenants are not obliged to use the Service and may apply for the Right to Buy without the Contact Centre Service support.
- 5.4 The Supplier will not be expected to provide a brokerage service or legal advice.
- 5.5 Systems Requirement
  - 5.5.1 The software currently used for recording tenant data is not an Authority system and the Authority requires the Supplier to include the implementation of an appropriate customer relationship management system (CRM) as part of their proposal.
  - 5.5.2 The Authority has been advised that the current supplier uses Vodafone Storm to underpin the telephony, email and webchat components of the service. Case data is held within a contract specific CRM, using an SQL backend server; data will be transferred securely in this format.
  - 5.5.3 The Authority owns the Right to Buy telephone number which would be transferred from the current service provider to the Supplier. The Supplier will be required to use their own telephone system to deal with incoming calls. The current supplier directs the number to their DDI.
  - 5.5.4 The Supplier will have freedom to develop and use their own systems, but data must be held securely in accordance with data protection laws and the Supplier must be able to record and provide the Authority with the data set out in Section 9 (Reporting).



## 6. THE REQUIREMENT

### 6.1 High Level Requirement

6.1.1 The service requires a Contact Centre Service to provide a customer enquiry service that will include:

6.1.1.1 Managing a customer enquiry telephone line between 09.00 – 18.00 Monday – Friday service (excluding bank holidays) using the existing number (0300 123 0913).

6.1.1.2 Managing the online chat service between 09.00 – 18.00 Monday – Friday (excluding bank holidays).

6.1.1.3 Managing the [enquiry@righttobuyagent.org.uk](mailto:enquiry@righttobuyagent.org.uk) email enquiry service.

6.1.1.4 Responding to queries via social media, including via the existing Right to Buy Facebook page and Twitter account (@RightToBuy).

6.1.1.5 Developing and maintaining a data capturing system so that tenant's data can be accurately recorded. Tenant's data needs to be held for 5 years.

6.1.1.6 Participate in the Authority's marketing for the Right to Buy, primarily sending out newsletters to tenants that have subscribed via the Right to Buy website.

### 6.2 General Enquiries

6.2.1 Answering general questions and providing information about the statutory Right to Buy. The Authority will need to approve all scripts developed by the Supplier. Scripts on mortgages and conveyancing are attached for information at Annex 2.

6.2.2 Sending information packs and application packs on the Right to Buy scheme if requested by tenants. Core materials for information packs will be provided by the Authority in online and hard copy formats. A copy of the Right to Buy summary booklet can be found at: <https://www.gov.uk/government/publications/your-right-to-buy-your-home-summary--2>. Requests for the packs can be made by tenants by telephone, online chat, email or online through the Right to Buy website.





- 6.2.3 The Authority operates a digital by default policy and where possible general enquiries should be dealt with via phone or directed to digital response mechanisms (website, email, online chat). Tenants can order information packs via the Right to Buy website, which are sent via automated email. Where the Supplier needs to send information to tenants in hard copy, this will be sent by second class post which shall be charged separately at cost according to the rates published by the Post Office at the time of fulfilment (<https://www.postoffice.co.uk/mail/uk-standard>). The Supplier will cover the postage costs (second class post only) of any further information the Supplier wishes to include in the pack (provided the Authority has provided up front approval). Information booklets are sent in an A5 envelope with a covering letter and weigh 54g, while an application form and information booklet in an A5 envelope, with a cover letter weigh 98g. The Authority will provide a stock of hard copy printed materials – this will include the Right to Buy summary booklet and Right to Buy application form. The Supplier will be expected to store these, around 2,000 and issue them accordingly.
- 6.2.4 The Supplier must familiarise themselves with the Right to Buy processes to understand the types of issues on which tenants are likely to seek help from the Contact Centre Operator. The Contact Centre Operator must work with tenants to identify potential issues that may affect their application and signpost ways to address such issues.
- 6.2.5 The Contact Centre Operator may identify other services which may assist the tenant to progress their application (for example, financial and legal services). In doing so, the Contact Centre Operator must recognise that the tenant decides whether they obtain any such services and from whom. The Contact Centre Operator must not endorse particular providers of services over others.
- 6.3 Activities which the Contact Centre Operator currently undertakes at each stage of the process are as follows:
- 6.3.1 Stage 1 (Pre application considerations)
- 6.3.1.1 Identifying which, if any, of the schemes - Right to Buy, Preserved Right to Buy and Right to Acquire: (<https://www.gov.uk/right-to-acquire-buying-housing-association-home>) apply to the tenant.
- 6.3.1.2 If none of these apply, signposting the tenant to other Government home ownership schemes (See following link for more detail: <https://www.gov.uk/affordable-home-ownership-schemes>).



- 6.3.1.3 Conducting eligibility checks with the tenant (<https://righttobuy.gov.uk/am-i-eligible/eligibility-quiz/>).
- 6.3.1.4 Conducting approximate discount /purchase price calculation with tenant using the Right to Buy calculator: <https://righttobuy.gov.uk/right-to-buy-calculator/>. (Tenants who are unsure on the value of their property can be referred to websites that provide online estimates for the local area such as [Rightmove](#) and [Zoopla](#)).
- 6.3.1.5 Advising the tenant of the role of conveyancers, the need for a survey and buildings insurance and, where applicable, [stamp duty](#) requirements.
- 6.3.1.6 Providing an overview of the Right to Buy process including approximate timescales Annex 3.
- 6.3.1.7 Conducting initial budget/costs of home buying and costs associated with home ownership exercises with tenant. (<https://righttobuy.gov.uk/can-i-afford-it/comparing-costs/>).
- 6.3.1.8 Assessing property type against exempted property criteria (where possible) - <https://righttobuy.gov.uk/wp-content/uploads/2014/03/Right-to-Buy-A-Guide-for-Local-Authorities-2020.pdf>
- 6.3.1.9 Advising the tenant of leaseholder costs and responsibilities (where applicable). (<https://righttobuy.gov.uk/can-i-afford-it/buying-a-leasehold-property/>).
- 6.3.1.10 Encouraging the tenant to get legal advice around e.g. family-assisted purchases.
- 6.3.1.11 Signposting the tenant to sources of financial advice (e.g. [Money Advice Service](#)) and encouraging tenant to speak to a mortgage broker/lender at this stage.
- 6.3.1.12 Signposting applicants or potential applicants to mortgage brokers (NB – this can be to sources such as the Money Advice Service, rather than to specific brokers but the Supplier may wish to consider whether partnership with particular brokers would be beneficial and provided to applicants or potential applicants with no attached fees to the tenant). Please be aware any such service should be separate from the Contact Centre Service and shall not be endorsed by the Contact Centre Service. The current script details how these calls should be handled.



- 6.3.1.13 Signposting the tenant to providers of legal services and conveyancers.
- 6.3.1.14 Where appropriate, reporting concerns about potential fraud cases to the relevant landlord.
- 6.3.2 Stage 2 (Completing and submitting an application form)
  - 6.3.2.1 Sending/signposting tenants to the application form (electronic/hard copy) - the RTB 1 application form can be accessed here: <https://righttobuy.gov.uk/wp-content/uploads/documents/rtb1.pdf>.
  - 6.3.2.2 Guiding the tenant through the completion of the RTB 1 (<https://righttobuy.gov.uk/apply/rtb-2014-form/>).
  - 6.3.2.3 Informing the tenant of timescales and when they should expect to receive a response. (<https://righttobuy.gov.uk/apply/delays/>).
  - 6.3.2.4 Where the landlord is late in providing the Section 124 (RTB 2) form advise the tenant about the statutory delay procedure and of their right to submit a RTB6: initial notice of delay. (<https://www.gov.uk/government/publications/initial-notice-of-delay>).
  - 6.3.2.5 If RTB application is denied (e.g. due to exempted property rules), the Contact Centre Operator may assist the tenant with discussions with the landlord regarding the reasons for the decision and help to challenge that decision where appropriate. For exempted properties designated as homes for the elderly, the Contact Centre Operator may advise on the appeals process and assist with that process where the tenant so wishes.
- 6.3.3 Stage 3 (Going ahead with the application – getting the S125 offer notice)
  - 6.3.3.1 During the period between the tenant receiving the RTB 2 form and the S125 notice, the Contact Centre Operator shall advise the tenant to consider obtaining financial and legal advice to avoid delay once the offer notice is received.
  - 6.3.3.2 Once the S125 notice is received by the tenant and if the tenant is unhappy with their landlord's valuation of the property, the Contact Centre Operator will explain to the tenant their right to appeal and the statutory deadlines. (<https://righttobuy.gov.uk/apply/your-offer-letter/>).



- 6.3.3.3 Once the S125 notice is received by the tenant, the Contact Centre Operator will ensure the tenant considers the implications of (where applicable) leaseholder costs outlined in the notice. (<https://righttobuy.gov.uk/can-i-afford-it/buying-a-leasehold-property/>).
- 6.3.3.4 Once the S125 notice is received by the tenant and where a mortgage is required, the Contact Centre Operator will ensure the tenant has calculated likely mortgage repayment costs and the impact interest rate rises and declines will have on the monthly repayment. (<https://righttobuy.gov.uk/can-i-afford-it/getting-a-mortgage/>)
- 6.3.3.5 Once the S125 notice is received by the tenant, the Contact Centre Operator will conduct a new budget exercise to capture costs of buying and insurance, homeowner responsibilities (e.g. repairs), leaseholder costs and other household costs. (<https://righttobuy.gov.uk/can-i-afford-it/comparing-costs/>)
- 6.3.3.6 The Contact Centre Operator will ensure that the tenant is aware that they must respond to the S125 notice within the statutory time limit of 12 weeks.
- 6.3.4 Stage 4 (Completing the sale)
  - 6.3.4.1 The Contact Centre Operator will encourage the tenant to finalise financial arrangements as quickly as possible.
  - 6.3.4.2 For cash buyers, the Contact Centre Operator will provide an overview of types of insurance (e.g. buildings/life) and explain what is required/what is optional. The Contact Centre Operator will signpost the tenant to sources for buildings insurance and explain how to compare different quotes. As with mortgage quotes the Contact Centre Operator shall not endorse a particular service and would only be expected to signpost tenants.
  - 6.3.4.3 The Contact Centre Operator will assist the tenant with any general queries they may have.



- 6.3.4.4 Where the landlord does not respond within the statutory deadlines the Contact Centre Operator will advise the tenant to serve an 'initial notice of delay' (RTB 6 form) on the landlord. (<https://www.gov.uk/government/publications/initial-notice-of-delay>) on the landlord).
- 6.3.4.5 For extended delays, the Contact Centre Operator will advise the tenant to follow up an RTB 6 form with an 'operative notice of delay' (RTB 8 form) (<https://www.gov.uk/government/publications/operative-notice-of-delay>).
- 6.3.4.6 The Contact Centre Operator, in delivering the Service, shall not provide any specific financial investment or legal advice (but shall be free to provide general information). The Contact Centre Operator shall not endorse any specific products or commercial providers of legal or financial advice / support. Where the Contact Centre Operator provides other services (for example 'add on' services), these shall either be provided at no cost or shall be segregated from the Contact Centre Service (with no additional prominence given to these services than those provided by other organisations).
- 6.3.5 Web activity
- 6.3.5.1 The Contact Centre Operator appointed to deliver services will be expected to operate a specific core service area of the Right to Buy website. The Contact Centre Operator will be provided with administrator rights to selected areas of the website as necessary. The core service area may include, but is not limited to:
- (a) Information on Contact Centre Operator specific Right to Buy features, offers and services.
  - (b) The online chat facility and keeping this monitored regularly.
  - (c) Data capture facility - note that a basic data capture facility already exists on the Right to Buy website for visitors to order information packs. This is currently managed by the Authority through an online system, called MailChimp. The Contact Centre Operator may be required to access this list and maintain certain lists as and when required.



- (d) The Contact Centre Operator will be required to respond to queries, monitor and on some occasions to post via the existing Right to Buy Facebook page [www.facebook.com/righttobuy](http://www.facebook.com/righttobuy), and advise the Authority of any queries which require a more specialist technical policy answer from the Department.
- 6.3.5.2 The Right to Buy website is a Word Press site and the Authority will continue the management and hosting of the site. The site is compatible with all mainstream web browsers, and desktop and mobile devices.
- 6.3.6 Marketing and communications
- 6.3.7 The Contact Centre Service may be required to provide marketing activities to support awareness-raising for their services. This activity could take the form of (but not confined to): -
  - 6.3.7.1 attendance at targeted events;
  - 6.3.7.2 local media and public relations activity (such as interviews for advertorials);
  - 6.3.7.3 e-mail campaigns - the current database stands at around 210,000 housing association and council tenants. The Contact Centre Operator may be required to send out email newsletters to the subscriber database or to respond to any queries generated as a response to these mailings;
  - 6.3.7.4 From time to time, Government may require the Contact Centre Service to identify case studies that might be used for national and local media and other awareness raising activity.
- 6.3.8 Website and communications materials would have to follow uniform branding prescribed by the Authority, and the Authority's core messaging on the policy must be adhered to. The Authority will provide core materials, templates and brand guidelines, if it is decided that any marketing activity is to take place under the scope of this requirement.
- 6.3.9 Previous paid-for advertising has included a range of below-the-line and above-the line activity which is targeted around high stock holding local authorities areas across England. The main focus of the marketing has been on direct marketing (a combination of Door Drop and Direct Mail) with further support from out of home bus stop and billboard posters, radio, online biddable and digital display and press.



- 6.3.10 From time to time, Government may also conduct additional awareness-raising activity e.g. in support of scheme changes or products. If that is the case, the Authority may also request the Contact Centre Service to advise on additional marketing campaigns. The Authority will fund the development and media costs of specific, additional campaigns. All additional marketing awareness activity will be subject to agreement by The Authority.
- 6.3.11 Due to marketing activities, awareness levels about Right to Buy have been consistently increasing and now stand at 80% (84% within the local authority target areas). Of those tenants who were aware of the campaign 46% went on to take further action.

## 7. KEY MILESTONES

- 7.1 The Supplier should note the following project milestones which the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe*
1.	Finalise KPIs with the Authority based on section 16.	Within weeks 1-4 of contract award
2.	Develop training documentation.	Within weeks 1-8 of contract award
3.	Develop IT system for storing and recording tenants' information and call information.	Within weeks 1-8 of contract award
4.	Agree data transfer with the incumbent	Within weeks 1-8 of contract award
5.	Agree reporting mechanism with the Authority.	Within weeks 1-8 of contract award
6.	Ensure all staff are sufficiently trained in order for the service to go live.	Within weeks 6-10 of contract award
7.	Transfer of data from the incumbent.	Within week 10 of contract award
8.	Go live	1 April 2021

\* Timeframe may be subject to change depending on the contract award date.



## **8. AUTHORITY'S RESPONSIBILITIES**

- 8.1 The existing telephone number and email address are owned by the Authority and will be fed through to the Supplier's own systems.
- 8.2 The Authority owns and manages the Right to Buy [Website](#), the Authority will continue the management and hosting of the site. The Authority will also continue to ensure the site is compatible with all mainstream web browsers, and desktop and mobile devices.
- 8.3 The Contact Centre Operator will be provided with administrator rights to selected areas of the website as necessary and to the Right to Buy Facebook page.
- 8.4 All Right to Buy branding and related materials will be provided to the Contact Centre Operator. Core materials for information and application packs will be owned and provided by the Authority in online and hard copy formats.

## **9. REPORTING**

- 9.1 The Contact Centre Operator shall submit monitoring information to the Authority on a monthly basis. This will include, but is not limited to;
  - 9.1.1 Number of calls/emails received
  - 9.1.2 Total length of calls received
  - 9.1.3 Number of calls unanswered
  - 9.1.4 Number of webchats participated in
  - 9.1.5 Total time spent on webchats
  - 9.1.6 Number of emails responded to
  - 9.1.7 Number of social media posts responded to
  - 9.1.8 Number of marketing coupons received by the Contact Centre Operator
  - 9.1.9 Number of hardcopy letters responded to
  - 9.1.10 Name of local authority or housing association landlord
  - 9.1.11 Topic of queries
  - 9.1.12 Number of application forms sent out (by email request, phone request or web request)
  - 9.1.13 Number of information packs sent out (by email request, phone request postal coupon request or web request)





- 9.1.14 How the tenant heard about the service
- 9.1.15 Number of calls referred to the Authority
- 9.2 In addition to the management information, the Contact Centre Operator will also be expected to:
  - 9.2.1 Maintain and share with the Authority an issue log and risk register.
  - 9.2.2 Operate a managed complaints procedure to enable tenants to complain about the Contact Centre service.

## 10. VOLUMES

- 10.1 Since its launch in 1980 nearly 2 million households have bought their home under the Right to Buy and preserved Right to Buy. Over 118,000 of these were under the reinvigorated scheme introduced in 2012.
- 10.2 Detailed sales data is available at: <https://www.gov.uk/government/statistical-data-sets/live-tables-on-social-housing-sales#right-to-buy-sales>.
- 10.3 Statutory Right to Buy sales have begun to level off and we would expect the level of queries around the statutory Right to Buy to remain broadly constant, increasing only when marketing campaigns are running. The proposal to further extend Right to Buy level discounts to housing association tenants (known as Voluntary Right to Buy) is currently under consideration. If implemented, it would be expected to increase the volumes of enquiries to the service.
- 10.4 Although tenants are not required to use the Contact Centre Service, we would like to continue to improve the ratio between applications and sales, and we expect the Right to Buy Contact Centre Operator to contribute towards achieving that. In 2018-19 there were over 14,000 sales by local authorities and housing associations under the statutory Right to Buy, from nearly 30,000 applications.
- 10.5 There are an estimated 2.3 million tenants with the Statutory Right to Buy or Preserved Right to Buy (1.61 million local authority tenants and 700,000 housing association tenants). Not all of these tenants will either meet the eligibility criteria or have the financial means to purchase their home.
- 10.6 Between July 2019 and June 2020 the Right to Buy Contact Centre Service dealt with nearly 44,000 enquiries with volumes peaking between 11.00am and 14.00pm daily. For the 15 month period from July 2019 to Sept 2020, there were over 61,500 enquiries. For both these periods, of the total enquiries received, 61% were calls, 23% emails and 16% live chat.



- 10.7 Peaks in the number of enquiries received related to the Authority marketing campaign activity promoting the Right to Buy and the Contact Centre Service. The majority of this activity has been through a targeted direct marketing campaign which is supported by other advertising such as radio and digital. The last campaigns took place in October 2016 and February 2017 and we anticipate that further marketing campaigns will take place.
- 10.8 Enquiry line: The Right to Buy enquiry line is the main contact point for the Contact Centre Service. Between July 2019 and June 2020 it received 26,982 enquires; for the 15 month period from July 2019 to September 2020, there were 37,509 enquiries. Average call times were 3.5 minutes over both periods. Call volumes range from 80 to over 200 per day; and, depending on marketing activity and public announcements, can reach up to 500 a day with Mondays generally receiving the highest volumes. As figures fluctuate the Authority expects a detailed explanation as to how this will be accommodated.
- 10.9 Live chat: This service has grown over the course of the existing contract and is currently heavily promoted on the website. Between July 2019 and June 2020 the Contact Centre Service participated in 6,693 live chats. For the period between July 2019 and September 2020, there were 9,911 live chats.
- 10.10 Email: Between July 2019 and June 2020, the Right to Buy Contact Centre Service received 9,917 emails; the figure for July 2019 to September 2020 was 14,172. The majority of these were general enquiries. In a small number of cases these were complex, policy queries which were dealt with by the Authority.
- 10.11 Application Packs: Between July 2019 and June 2020 a total of 1,231 application packs were despatched by the Contact Centre Service, 1,208 via post. Between July 2019 and September 2020, a total of 1,475 packs were despatched, 1446 by post.
- 10.12 A detailed breakdown of volumes can be found at Annex 4.

## **11. CONTINUOUS IMPROVEMENT**

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.
- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.



## **12. SUSTAINABILITY**

- 12.1 The Supplier must comply with all applicable environmental laws and regulations in force from time to time in relation to the Contract (including the EIRs). In addition the Supplier must comply with the Authority's Environmental Policy made available to the Supplier from time to time.
- 12.2 In performing its obligations under the Contract the Supplier must (to the extent applicable to the Contract):
- 12.2.1 demonstrate low carbon resource efficiency, including minimising the use of energy, water, wood, paper and other resources;
    - (i) reduce waste;
    - (ii) phase out the use of ozone depleting substances; and
    - (iii) minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances damaging to health and the environment.
- 12.3 All written work, including reports, in connection with the Contract must (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer water and used on both sides where appropriate.

## **13. QUALITY**

- 13.1 In order to protect the Authority's information appropriately, the Contact Centre Operator must provide the security measures and safeguards appropriate to the nature and use of the information. The Supplier of services to the Authority must comply, and be able to demonstrate compliance, with the Authority's relevant policies and standards.
- 13.2 The Contact Centre Service must comply with the International Security Standard ISO/IEC 27001 as appropriate to the services being provided to the Authority.
- 13.3 The following are key requirements and the Contact Centre Service must comply with relevant policies concerning:
- 13.3.1 Staff recruitment in accordance with government requirements for pre- employment checks; As a minimum requirement, all staff are subject to the recruitment controls described in the Baseline Personnel Security Standard (BPSS)
    - 13.3.1.1 Staff training and awareness of the Authority security and any specific contract requirements.
    - 13.3.1.2 Secure Information Handling and Transfers.



- 13.3.1.3 Physical and electronic handling, processing and transferring of the Authority Data, including secure access to systems and the use of encryption where appropriate.

#### **14. PRICE**

- 14.1 Prices are separated into fixed costs and variable costs. All expenses associated with delivering the service must be included within the pricing. Costs associated with TUPE implications shall be captured. Contract prices shall be fixed for the initial term of the contract and any subsequent extensions.

#### **15. STAFF AND CUSTOMER SERVICE**

- 15.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the Right to Buy Contact Centre Service Contract in order to consistently deliver a quality service to all Parties.
- 15.2 Suppliers staff assigned to the Right to Buy Contact Centre Service Contract shall have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

#### **16. SERVICE LEVELS AND PERFORMANCE**

- 16.1 The Authority will measure the quality of the Supplier's delivery by:

<b>KPI/SLA</b>	<b>Service Area</b>	<b>KPI/SLA description</b>	<b>Target</b>
1.	Operation of the enquiry line service between 9.00am and 6.00pm	No more than 5% abandoned calls each month. An abandoned call is a call to the enquiry line that is ended before any conversation occurs.	For the initial 3 months of the contract this target must be met in 2 out of the 3 months. Thereafter this target must be met every month.
2.	Operation of the Online Chat service between 9.00am and 6.00pm	Responding to Online Chat messages within ninety (90) seconds. This could be using an automated chat facility in the first instance.	For the initial 3 months of the contract this target must be met in 80% of cases. Thereafter the target will be 90%.



3.	Monitoring of social media	Responding to Facebook/twitter enquiries within 24 hours	For the initial 3 months of the contract this target must be met in 80% of cases. Thereafter the target will be 90%.
4.	Responding to e-mails	A Contact Centre Operator personally replying to e-mails within 24 hours. For requests received on non-working days, within the first 24 hours of the nearest working day.	For the initial 3 months of the contract this target must be met in 80% of cases. Thereafter the target will be 90%.
5.	Sending out information packs	Within 48 hours of request, including where tenant requests a pack to be posted. For requests received on non-working days, within the first 48 hours of the nearest working day.  For post- paid coupon replies, packs to be posted to the tenant within 48 hours of receipt of coupon (or receipt of reply data from the data capture agency).	For the initial 3 months of the contract this target must be met in 80% of cases. Thereafter the target will be 90%.
6.	Customer satisfaction survey	Supplier to include proposal of how they would measure customer satisfaction - this should be light-touch.	To be agreed with the Supplier.
7.	Format of documents provided to tenants	In a format agreed by the Authority	In 100% of cases.
8.	Recording complaints	All complaints to be logged and reported to the Authority within four (4) Working Days of a request and at least two (2) days prior to the Quarterly Review meeting.	In 100% of cases.



9.	Management information – monthly and quarterly returns	Monitoring returns to be submitted to the Authority in an agreed format within five (5) Working Days of the end of each month. A quarterly report to be submitted at least three (3) working days prior to the Quarterly Review meeting.	In 100% of cases.
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16.2 If the Supplier fails to meet any of these Service Levels for any two consecutive months they will be required to provide a remediation plan to the Authority within seven days of the date of issue of the Monthly Performance Report setting out:-

16.2.1 the scale of the problem;

16.2.2 an outline of the steps that the Supplier proposes to take (or has taken) to rectify or improve its performance in respect of that Service Level;

16.2.3 any actions or consents required from the Authority or any of its Contact Centre Operator to facilitate the Supplier's remedial actions;

16.2.4 the proposed criteria for the purpose of auditing completion of the remedial actions and resolution of the poor performance;

16.2.5 a statement as to the timescales within which the steps set out in (b) will be implemented.

16.3 The Supplier will be required to implement all the remedial actions set out in a Remediation Plan by the date specified in the Remediation Plan and at the Supplier's own cost, i.e. without any cost to the Authority.

16.4 Where the Supplier continues to fail to meet the relevant Service Levels after the implementation of the Remediation Plan and / or fails to complete the remedial actions by the dates specified in the Plan to the Authority's relevant audit standards, the Authority may:

16.4.1 agree an extension to the Remediation Plan;

16.4.2 agree a revised Remediation Plan; or

16.4.3 issue a Rectification Notice to the Supplier.



- 16.5 Following receipt of a Rectification Notice, the Supplier shall within fourteen days of the date of its issue provide a Rectification Plan which shall set out the Supplier's proposals for carrying out the necessary rectification works and a programme for undertaking such works and the date by which they will be completed. If:
- 16.5.1 the Supplier fails to submit a revised Rectification Plan, or
  - 16.5.2 the revised Rectification Plan is not acceptable to the Authority; or
  - 16.5.3 within 30 days of a Rectification Plan (or a revised Rectification Plan) being agreed the Supplier fails to carry out and complete the rectification works specified in it to the Authority's relevant audit standards, or in the Authority's opinion fails to make substantial progress with such works, the Authority may in its sole discretion and by notice in writing terminate the Contract with immediate effect.

## **17. SECURITY REQUIREMENTS**

- 17.1 The Supplier will ensure that all data is protected, together with systems, equipment and processes which support its use. The data assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with personal data for which the Authority is the data controller.
- 17.2 The Supplier shall be responsible for the security of the Right to Buy Contact Centre Service System and shall at all times provide a level of security which:
- 17.2.1 Is in accordance with Good Industry Practice and Applicable laws;
  - 17.2.2 Meets any specific security threats to the Right to Buy Contact Centre Service System; and
  - 17.2.3 Comply with ISO27001 information security management standards
- 17.3 The Supplier shall at all times ensure that the level of security employed in the provision of the services is appropriate to maintain the following at acceptable risk levels to be agreed with the Authority one month after service commencement.
- 17.3.1 Loss of integrity of the Authority data;
  - 17.3.2 Loss of confidentiality of the Authority data;
  - 17.3.3 Unauthorised access to/use of or interference with the Authority data by any person or organisation;
  - 17.3.4 Unauthorised access to network elements, buildings and tools used by the Right to Buy Contact Centre Operator in the provision of the services;



17.3.5 Use of the Right to Buy Contact Centre Service System of services by any third party in order to gain unauthorised access to any computer resource of the Authority data; and

17.3.6 Loss of availability of the Authority data due to any failure or compromise of the services.

## **18. INTELLECTUAL PROPERTY RIGHTS (IPR)**

18.1 The Authority owns and manages website and communications materials. Any additional materials would have to follow uniform branding prescribed by, and the Authority's core messaging on the policy must be adhered to. The Authority will provide core materials, templates and brand guidelines.

18.2 The Supplier must notify the Authority immediately if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Rights which may affect the performance of the contract.

## **19. PAYMENT**

19.1 Payments will be made on a monthly basis, in arrears, based on the actual volumes for the preceding month.

19.2 The Supplier shall submit a fully itemised invoice by the 6th day of each month in respect of the Services undertaken during the preceding month.

## **20. ADDITIONAL INFORMATION**

20.1 The current supplier is located in Liverpool and TUPE will apply to its staff members. A snapshot giving details regarding the incumbent's staff at October 2020 is available at Annex 5 (attached separately).

20.2 The Supplier will be expected to develop and implement its own training plan. The Authority will not provide training materials or hold training workshops.

20.3 The current supplier is willing to provide a consulting service to assist the new provider. Should this be required, costs will be agreed between the current supplier and the Supplier.

## **21. LOCATION**

21.1 The Service shall be based in the UK and provided by a single national provider covering England only.