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## 1. PURPOSE

- 1.1 The Department for Communities and Local Government (DCLG) (here after referred to as the Authority) requires a Contractor to carry out a socio-economic evaluation.
- 1.2 This evaluation will be on the matter of whether the partial transfer of Local Authority housing stock (under the Right to Transfer 2013 regulations)<sup>1</sup> to a new social landlord will have a detrimental effect on the provision of housing services or the regeneration of the local area.
- 1.3 This project is not about seeking advice on the legal validity of a transfer. A basic understanding of the legislation and guidance<sup>2</sup> regulating the transfer of Local Authority housing stock, including under the Right to Transfer 2013 regulations, will be advantageous but not essential.

## 2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority's remit is to create great places to live and work and to give more power to local people to shape what happens in their area.

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Authority is responsible for the Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 ('the Right to Transfer Regulations), introduced in November 2013. The Regulations require Local Authorities to co-operate with a group of its tenants who wish to explore transferring their housing to a new landlord, and then to arrange a transfer if proposals gain the support of tenants (via a ballot).
- 3.2 The Right to Transfer Regulations allow Local Authorities to apply to the Secretary of State for a determination to halt the process if they believe the transfer will have a significant detrimental effect on their housing services or on local regeneration.
- 3.3 West Kensington and Gibbs Green are two estates within the London Borough of Hammersmith and Fulham (LBHF) and part of the Earls Court regeneration plan.
- 3.4 The West Kensington and Gibbs Green Estates comprise 760 homes (531 rented by council tenants, 171 privately owned freehold/leasehold properties (sold under the Right to Buy), and 58 properties let on long leases to housing associations).
- 3.5 The Earls Court regeneration plan received outline-planning consent in November 2013. It aims to deliver 7,500 new homes, 12,000 new jobs as well as new open green space, health facilities, new schools, community and cultural space and improvements to the transport and infrastructure of the local area. It is one of the largest regeneration projects in London covering 77 acres of land owned by LBHF, which is led by Capital & Counties Properties plc. (Capco) and Transport for London (TfL).

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<sup>1</sup> <http://www.legislation.gov.uk/uksi/2013/2898/contents/made>

<sup>2</sup> <https://www.gov.uk/government/publications/the-housing-right-to-transfer-from-a-local-authority-landlord-england-regulations-2013>



- 3.6 On 11 August 2015, the tenant group (West Kensington and Gibbs Green Community Housing Ltd (WKGG)) for these estates submitted a formal Proposal Notice under Regulation 5 of the Right to Transfer Regulations to LBHF requiring it to consider the transfer of property and land on these two estates to a housing association. If permitted, this transfer would remove both estates from the Earls Court regeneration plan. Regulation 10 of the Right to Transfer Regulations sets out the process following enactment of Regulation 5.
- 3.7 In response on 25 September 2015, LBHF submitted a request to the Secretary of State, under Regulation 13 of the Right to Transfer Regulations, to determine whether WKGG’s transfer proposal would have a detrimental effect on the provision of housing services in the area or the regeneration of the area.
- 3.8 In considering a determination request, the Right to Transfer Regulations and associated statutory guidance enables the Secretary of State to take a wide range of issues into account in considering whether a transfer will have a detrimental effect on the provision of housing services or regeneration.

**4. DEFINITIONS**

Expression or Acronym	Definition
Secretary of State	means Secretary of State for the Department of Communities and Local Government (DCLG).
Regulations	means The Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 and associated statutory guidance.
Determination Notice	means the determination notice as defined by Regulation 13 of the Right to Transfer Regulations and associated statutory guidance.
Evidence	means the evidence submitted to the Secretary of State by both the London Borough of Hammersmith and Fulham (LBHF) and West Kensington and Gibbs Green Community Housing Limited (WKGG) in respect of the determination notice under Regulation 13 of the Right to Transfer Regulation submitted by LBHF.
LBHF	means London Borough of Hammersmith and Fulham.
WKGG	means West Kensington and Gibbs Green Community Housing Limited (WKGG).

**5. SCOPE OF REQUIREMENT**

- 5.1 The socio-economic evaluation by the Contractor should focus on the Evidence, in respect of the Determination Notice under Regulation 13 of the Right to Transfer Regulation submitted by the LBHF as well as any other interested parties.
- 5.2 The Contractor is not required to provide expert advice on the legal validity of a transfer.



## **6. THE REQUIREMENT**

- 6.1 The Contractor will undertake a socio-economic evaluation on the matter of whether the partial transfer of a Local Authority housing stock to a new social landlord will have a detrimental effect on the provision of housing services or the regeneration of the local area.
- 6.2 The objectives will include reviewing Evidence submitted in respect of a Determination Notice submitted to the Secretary of State under Regulation 13 of the Right to Transfer Regulations.
- 6.3 The Contractor must decide on and develop an appropriate methodology, evaluation criteria and make proposals which fits with the scope of this Contract. The evaluation should consider the likely impact, both the positive and negative aspects, of the transfer on a comprehensive basis. The Contractor must set out clearly the reasoning and justification for the approach proposed and the cost implications, in order to meet the aims and objectives of the Contract and deliver the outputs.
- 6.4 Issues to consider may include how the loss of stock may affect provision of services and impact on the Local Authority Housing Revenue Account. When looking at the impact on regeneration, issues to consider may include: impacts on loss of land and property reducing the value to developers, impacts on employment, local economy, and creating a geographical coherent area. The evaluation should not include any legal consideration on the validity of the transfer.
- 6.5 The Contractor will present a work programme designed to meet the objectives, requirements and timetable as set out in Section 7, Key Milestones; and result in the delivery of the following outputs:
- An analysis of the potential costs and benefits to the provision of housing services or the regeneration of the local area as result of the proposed transfer in the form of a socio-economic evaluation;
  - Production of a report which provides an analysis and conclusions of the socio-economic evaluation (with any detailed data assessment included in annexes); and
  - A face-to-face presentation of outcomes to the Authority.
- 6.6 The delivery of this requirement is required to be conducted through a desk based study, focusing on the Evidence submitted to the Secretary of State by LBHF and WKG as well as any other interested party, in relation to the Local Authority's Determination Notice. This is required to be a short desk based piece of work and one that does not require extensive research or interview of other parties which are outside of the scope of the Contract.

## **7. KEY MILESTONES**

- 7.1 The Contract Term will be 9 weeks and the Contractor must note the following project milestones that the Authority will use to measure the quality of delivery against:



Milestone	Description	Timeframe
1	An initial face-to-face progress meeting with the Authority officials, including presentation of draft work programme and proposed socio-economic evaluation methodology that will deliver the objectives and outputs of the project.	Within 1 week of Contract award and receipt of the Evidence supplied by the Authority
2	Draft report showing preliminary findings submitted to the Authority by email.  The report must include an analysis of the potential costs and benefits to the provision of housing services or the regeneration of the local area as a result of the proposed transfer. This should be in the form of a socio-economic evaluation (with any detailed data assessment included in annexes).	Within week 6 of Contract Award
3	A face-to-face progress meeting to discuss the draft report submitted to the Authority.	Within week 7 of Contract Award
4	Final report submitted to the Authority by email.	Within week 8 of Contract Award
5	A face-to-face presentation of outcomes to the Authority.  Meeting to present final analysis and conclusions of the potential costs and benefits to the provision of housing services or the regeneration of the local area as a result of the proposed transfer in the form of a socio-economic evaluation (with any detailed data assessment included in annexes).	Within week 9 of Contract Award

## 8. THE AUTHORITY'S RESPONSIBILITIES

- 8.1 Hard copy of the Evidence will be supplied to the Contractor by the Authority within one working day of Contract Award. This will be by secure courier delivery. The Contractor will need to ensure arrangements are in place to sign for the documents on arrival.
- 8.2 On completion of the Contract the Authority will collect the Evidence by secure courier delivery. The Contractor will need to ensure the Evidence is ready for collection and packaged appropriately for transport within two weeks after the Contract is deemed completed.

## 9. REPORTING

- 9.1 The Contract will be managed by an official of the Authority who will act as nominated officer responsible for the day to day management of the Contract.

OFFICIAL



9.2 Planned project meetings with the Contractor will occur throughout the duration of the Contract by telephone on a weekly basis. Exceptions will be when the project meeting may be combined with progress meetings set out in Section 7, Key Milestones which will be held at the Authority's offices at Fry Building, 2 Marsham Street, London, SW1P 4DF.

**10. PRICE**

10.1 Prices are to be submitted using Appendix E, Pricing Schedule and should be excluding VAT.

**11. STAFF AND CUSTOMER SERVICE**

11.1 The Contractor must provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all parties.

11.2 The Contractor's staff assigned to the Contract must have the relevant qualifications and experience to deliver the Contract.

11.3 The Contractor must 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, as set out in clause D2 of Appendix C - Terms and Conditions.

**12. SERVICE LEVELS AND PERFORMANCE**

12.1 The Authority will measure the quality of the Contractor's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
#1	Communication	Brief progress report by email against agreed work programme milestones circulated by the Contractor no later than one working day before weekly project and/or progress meetings between the Authority's Contract/project officers and Contractor's Contract/project managers	100%
#2	Project Management	All action points from the project and/or progress meeting (as per agreed milestones in the work programme) circulated and agreed one working day after project and/or progress meetings	100%
#3	Delivery	Draft and final reports to be circulated 2 working days prior to scheduled progress meetings	100%
#4	Completion	Final report accepted and approved by the Authority and presentation of findings no later than 9 weeks after Contract Award	100%



12.1.1 If the Contractor fails to meet the targets noted in 12.1, the Authority reserves the right to instigate clause A24 (Termination on Default) of the terms and conditions set out in Appendix C.

**13. SECURITY REQUIREMENTS**

13.1 The Contractor will be required to keep the Evidence for assessment supplied by the Authority securely. When not in use the Evidence should be stored in a locked cabinet with the key removed. If the Evidence is removed from the Contractor’s premises for any reason the responsible person should have due regard to the confidential nature of the documents and ensure they are kept safe and secure.

**14. PAYMENT**

14.1 Payment will be made following acceptance by the Authority of the Contractor’s satisfactory achievement of the deliverables set out in Appendix E, Pricing Schedule.

14.2 Before payment can be considered, the invoice must include a detailed elemental breakdown of work completed and the associated costs.

14.3 All invoices must reference the Authority’s purchase order number.

**15. ADDITIONAL INFORMATION**

15.1 To allow the Contractor the opportunity to accurately evaluate the amount of work this Contract will entail, the following table provides an estimation of the documents involved.

Evidence Supplied	Quantity
WKGG	1 file approx. 50 sheets Approx. 50 A3 sheets Approx. 20 sheets of plans and maps
LBHF and Capco	4 lever arch files approx. 300 sheets 3 lever arch files approx. 500 sheets 1 small file approx. 20 sheets