**JOINT WORKING PROTOCOL TEMPLATE**

This joint working protocol template is designed to be used early in the process of negotiation of a specific local project, to assist a local authority and a community-led housing organisation as they work together through that process.

Key features

* The Protocol is a relatively short document, which is designed to be easy for both sides to enter into and comply with.
* The Protocol is not legally binding. It is a statement of how the Council and the community organisation intend to work together to pursue a project in good faith, not a contract. Its value lies in:
  + showing the intentions of both organisations to work constructively;
  + creating a framework for communication;
  + encouraging the prompt provision of information by both sides;
  + providing an informal mechanism for early resolution of disputes.
* It should also encourage clarity early in the process about the exact scope of the project to be transferred, as details are to be appended to the Protocol.
* The informal dispute resolution procedure is not designed to replace formal mechanisms such as the authority’s own complaints procedure, or the appropriate use of the Local Government Ombudsman, or indeed litigation. However it does aim to give an informal channel to deal with disputes which can be resolved through discussion swiftly and easily.

**JOINT WORKING – COMMUNITY LED HOUSING PROJECT**

[name of local authority]

And

[name of community organisation]

Please note – this document is not legally binding, it is a summary of our intention to work together for the benefit of the community

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MEMORANDUM OF EXPECTATIONS

Between:

1. [FULL NAME OF LOCAL AUTHORITY] (“the Council”), whose principal office is at [address of Council]
2. [FULL NAME OF COMMUNITY LED HOUSING ORGANISATION] (“the CLHO”) incorporated and registered in England and Wales at [address]

DATE:

1. BACKGROUND
   1. This document is a Memorandum of Expectations between the Council and the CLHO, and is referred to in this document as “the Protocol” or “this Protocol”. It defines the intended respective roles and responsibilities of the Council, and the CLHO. Definitions form Section 2 (below) of this Protocol.
   2. The background for this Protocol is the proposed community led housing project which is summarised at Appendix 3 of this Protocol.
   3. This Protocol is intended to give a good working basis for the relationship between the Council and the CLHO during the process of seeking to agree the project. It aims to give a framework for each party to work with one another for mutual benefit, whilst also retaining freedom for both to pursue their own core objectives.
   4. The key aims of the community led housing programme nationally are to:-

* empower communities and support the development of community led housing projects
* assist local authorities in meeting their housing targets
* bring under utilised assets into full use for the benefit of local people
* support community enterprise activity and a thriving third sector
  1. The Council and the CLHO have agreed to work together on the proposed project in the way set out in this Protocol in order to maximise the opportunity for these aims to be achieved.

1. DEFINITION OF TERMS
   1. In this Protocol the following words and expressions have the following definitions:

|  |  |
| --- | --- |
| “Dispute Procedure” | An informal mechanism for resolving disputes between the Council and the CLHO before using more formal routes, as set out in Appendix 1 (Dispute Procedure) |
|  |  |
| “Key Aims” | The aims of the community led housing programme set out at section 1.4 of this Protocol |
|  |  |
| “Party” | A party to this Protocol |
|  |  |
| “Project” | The community led housing project described in Appendix 3 |
|  |  |
| “Representative” | An individual person representing either the Council or the CLHO nominated in accordance with Clause 3.6 and being (initially) that person listed at Appendix 2 *[Representatives]*; “Representatives” is to be construed accordingly |
|  |  |

1. JOINT COMMITMENTS

Both the Council and the CLHO and their Representatives (in so far as this Protocol is applicable to individuals) will:

* 1. work together in good faith;
  2. promote the awareness and use of this Protocol within their own organisations;
  3. acknowledge the specific roles given to each of the parties to this Protocol;
  4. comply with the requirements of their own organisation regarding declarations of interest;
  5. before moving to formal means, comply with the Dispute Procedure (set out at Appendix 1) where they are in dispute with one another over a matter relating to the Project;
  6. ensure they nominate a Representative and a named deputy to represent their organisation for general communication purposes. The Representative is responsible for ensuring compliance of their own organisation with this Protocol and for resolving any issues arising during the operation of this Protocol on behalf of their own organisation;
  7. (so far as is reasonably practicable) promote the success of the Project;
  8. treat Representatives and the other Party with respect whether within or outside of meetings.

1. ROLE AND RESPONSIBILITIES OF THE COUNCIL

The Council shall:

* 1. work in a constructive and supportive way with the CLHO, acting consistently, transparently and fairly;
  2. work with the CLHO to achieve the Key Aims;
  3. seek early legal advice to ensure that the CLHO is given a clear and accurate picture of the Council’s position as early as possible in the Project process;
  4. advise the CLHO early in the process of the likely approvals needed, and the timetable for obtaining them;
  5. produce information promptly and fully on request;
  6. provide support to the CLHO to identify and understand relevant areas of local authority policy;
  7. inform the CLHO of its requirements in relation to the Project as soon as reasonably possible;
  8. be prepared to deal with the requirements of any funding bodies involved in facilitating the Project.

1. ROLE AND RESPONSIBILITIES OF THE CLHO

The CLHO shall:

* 1. work in a constructive and supportive way with the Council, acting consistently, transparently and fairly;
  2. work with the Council to achieve the Key Aims;
  3. respect the roles and responsibilities of the Council and co-operate with the Council;
  4. produce information promptly and fully on request;
  5. prepare thoroughly and professionally for the Project;
  6. develop a sound business plan in relation to the Project;
  7. comply with the terms of any funding in relation to the Project (including requirements in relation to match-funding) as may be notified to the CLHO from time to time.

1. TERMINATION OF PROTOCOL
   1. This Protocol will terminate if either the Council or the CLHO decide not to proceed with the Project.
2. PARTNERSHIP
   1. Nothing in this Protocol is intended to create any legal partnership between the parties.
   2. This Protocol is not meant to be binding nor create any legal obligations on the parties to it. It is simply a statement of intentions.
3. REPRESENTATIVES
   1. For the purposes of this agreement the initial Representatives are those individuals listed in Appendix 2 (Representatives).

And the parties confirm hereby their intention to keep to the terms of this statement of intentions by signing below:

Signed for and on behalf of *[name of Council]*

Signed for and on behalf of *[name of Community Led Housing Organisation]*

APPENDIX 1

Informal Resolution of Disputes

1. In the event of any dispute, disagreement or claim arising between the Council and the CLHO (referred to here as “the Parties”) then the Parties shall follow the steps below (“the Procedure”) in an attempt to resolve it before using formal dispute resolution mechanisms. The Parties should act in good faith throughout.
2. The Procedure shall not impose any precondition on any Party or otherwise prevent or delay any Party from commencing proceedings in any court of competent jurisdiction to obtain either:
   1. an order (whether interlocutory, interim or final) restraining the other Party from doing any act or compelling any other party to do any act; or
   2. summary judgment pursuant to CPR Part 24 for a liquidated sum.
3. First Level
   1. The Parties will refer any Dispute in the first instance to the Representatives for discussion and resolution at a meeting to be held within 10 Working Days of the aggrieved Party giving written notice of the particulars of the Dispute to the other Party.
4. Second Level
   1. If the Dispute is not resolved at that meeting or if the meeting is not held within such 10 Working Days period, the Dispute will be referred to a meeting of senior officers who shall endeavour to meet within 15 Working Days of the reference in an attempt to resolve the Dispute.
5. Further disputes
   1. If a dispute cannot be resolved through the first or second levels as set above then the Council or the CLHO may use more formal channels to seek a resolution.

**APPENDIX 2**

**Initial Representatives**

|  |  |  |
| --- | --- | --- |
|  | Representative, contact details | Named deputy, contact details |
| Council |  |  |
| CLHO |  |  |
|  |  |  |