Customer Led Service’s

Document Pack

2024

* **Why would you get involved?**

By getting involved you would be able to take control of some of the communal services that Curo currently provide. Getting involved could also save you money on your service charges and give you a better quality of service.

* **How do you form a resident led service group?**

Curo would contact (via email/post) all the residents in your building to alert interested parties. It would be your responsibility to arrange a meeting and decide on a group leader.

* **How long would a resident led service group contract be?**

Initially, you would sign up to a 2 year (24 months) contract. Curo would undertake regular inspections. Providing the scheme proves successful, the contract would be renewed year on year.

* **What happens if the resident led service group no longer want to continue?**

Curo would take back the contract at the end of a pre-arranged notice period.

* **What do we do in the event of an accident?**

Curo would need to be notified of an incident, so one of our Estates Advisors can attend the site to conduct an investigation & compose a report. Curo can then action the recommendations to mitigate re-occurrence. If it’s a serious incident, then naturally call the emergency services first, before informing Curo.

* **Who would be responsible for Public Liability Insurance?**

Curo would provide Public Liability Insurance free of charge. The resident led service group would need to provide Curo a list of named volunteers and the site address, together with other specific information as required.

* **Who would pay for materials and equipment?**

Should the contract require equipment, e.g. floor polisher, lawn mower etc, there is an initial set-up grant that the delivery group can apply for. Curo will have no responsibility for equipment the group may choose to use. Visit <https://www.curo-group.co.uk/residents/get-involved/curo-grants/> for more details. If you would like to receive a hard copy of a grant application form (Options: Communities or Gardening), please contact Community Services on estates@curo-group.co.uk and one will be sent to you.

* **Who would be responsible for ‘specialist cleans’?**

If Curo are informed that a ‘specialist clean’ is required (e.g. animal waste, graffiti, needles/syringes), Curo’s contractors would carry this out, the cost of which would be recouped via the Service Charge. To avoid these extra charges, the resident led service group should set up a system whereby such issues should be reported directly to the relevant people.

* **Who would set the standard?**

The Resident Led scheme will be expected to maintain communal services to the Curo Photobook Standard, detail of which can be found on the following web page:

<https://www.curo-group.co.uk/residents/estate-management/>

If you would like to receive a hard copy of the Photobook Standard, please contact Community Services on estates@curo-group.co.uk and one will be sent to you.

* **Who will provide training?**

Curo’s contractors will provide ‘on the job’ training on request.

This agreement is between

The persons whose respective names and addresses are set out in Schedule 3 (referred to in this Agreement as the “Members”) of the NAME Resident-led Services Group whose address is at ADDRESS

(Referred to in this Agreement as the “Resident-led Services Group”)

And

Curo [Places Limited] a registered society under the Co-operative and Community Benefit Societies Act 2014 (registration number 7091) whose registered office is at The Maltings, River Place, Lower Bristol Road, Bath, BA2 1EP (referred to in this Agreement as “Curo”)

**Introduction**

This Agreement sets out what services (as set out in Schedule 2) the Resident-led Services Group will provide, and how these services will be delivered at ADDRESS (referred to in this Agreement as the “Block”).

The agreement will be for the duration of two years from DATE, extendable by mutual agreement of the parties as set out in section 3.

Any Resident of the Block may volunteer to provide any of the services listed in Schedule 2 as part of a Resident-led Services Delivery Group.

1. **Objectives**

The objectives of this Agreement are:

1. To enable Residents to manage and maintain their own grounds, communal cleaning and/or other services as outlined in Schedule 1 and 2
2. To provide a method by which standards for the services set out in section 3 are maintained and monitored to the community standards
3. To provide a basis for the ending of the agreement and the reintroduction of services and associated charges provided by Curo’s contractors should the Resident-led Services Delivery Group wish to relinquish their role or the standards fall below the community standards
4. **Services**
5. The Resident-led Services Delivery Group will be responsible for the provision of gardening services and/or communal cleaning (the “Services”) for the service charge area detailed on the map in Schedule 1.
6. In return for delivery of these services, Curo will reduce the Service Charge payable by all of the Residents in the Block for services delivered within the service charge area detailed on the map in Schedule 1, and revoke contractor delivery of these services for the duration of this agreement as set out below in Section 3.
7. The services delivered by the Resident-led Services Group must be provided to the community standards and Resident-led areas will be inspected on a regular basis by a Curo Estates Advisor, or another member of Curo staff, to ensure these Standards are being met and maintained
8. **Duration**
9. The duration of this agreement will run for 24 months (Initial Term), when it will terminate unless, no later than three months before the end of the Initial Term (or any Extended Term agreed under this section), the parties agree in writing that the term of this Agreement is extended for 12 months (Extended Term). Unless it is further extended under this section or terminated earlier in accordance with sections 7 or 8(vi), this Agreement will terminate at the end of an Extended Term.
10. **Health and Safety**
11. Curo will:
12. Provide a template Risk Assessment to be completed by the Resident-led Services Delivery Group.
13. The Resident-led Services Group will:
14. Notify Curo as soon as practicable of any health and safety incidents or material health and safety hazards at the Resident-led area of which it becomes aware and which affects the performance of this Agreement. Curo will instruct the Resident-led Services Delivery Group to adopt any necessary safety measures in order to manage any such material health and safety hazards.
15. Keep a written record of any or all health and safety issues relating to the work completed, in the form of a risk assessment, and allow Curo to inspect and copy these as required
16. Report to Curo at the earliest opportunity any health and safety incident that may occur regardless of the severity of the incident or problem
17. Such incidents should be recorded and photographed, with statements taken, as soon as possible after the incident and retained for evidential use
18. Read “an easy guide to health & Safety” as detailed on the governments HSE website: <http://www.hse.gov.uk/abc>
19. **Quality Assurance**
20. The Resident-led Services Group agrees that Curo will inspect the services carried out in line with section 1 (ii) as above at regular intervals
21. Curo will notify the Resident-led Services Group if there are any shortfalls in the services. The Resident-led Services Group must ensure that it put right these shortfalls within 28 days of receiving the notification. Curo retains the right to put right such shortfalls and may apply an increased Service Charge to recover costs incurred rectifying these shortfalls
22. The Resident-led Services Group will keep written records of all complaints about the services being provided under this agreement and any action taken in response to that complaint. Satisfactory resolution of any reasonable complaint must be recorded to ensure that no outstanding complaints exist. Failure to do so may result in remedial action
23. **Public Liability Insurance**
24. Curo will provide Public Liability Insurance, free of charge. The resident led service group will provide a list of named volunteers and the site address, together with other specific information as required
25. It is the Resident-led groups responsibility to comply with all necessary actions to ensure that the Public Liability Insurance is valid
26. **Changing, Ending or Cancelling the Agreement**
27. Either party can ask for a change to the agreement by requesting it in writing to the other. Both parties will consider any reasonable suggestion of the other to change the agreement
28. Both parties must sign and date any variation to the agreement to confirm any changes
29. The Resident-led Services Group cannot in any way pass on the rights and obligations under the agreement, or any part of it, to anyone else
30. If either party fails to meet its obligations under this agreement the other party must notify them in writing, allowing at least 28 days for the failure to be put right
31. If any failure notified under section 5 (ii) above are not resolved after this time, either party can then bring the agreement to an end with a further 28 days’ notice by confirming this in writing to the other party
32. Either party can end this agreement at any other time by giving the other at least three months’ notice in writing
33. At the end of the agreement the Resident-led Services Group must pass all records and documents relating to the service to Curo who will retain them for an appropriate period
34. Following termination of this Agreement under sections 7 (v) or (vi) above, contractor services and appropriate service charges will be immediately reinstated by Curo to Residents
35. In the event that rectifying works are required prior to the reinstatement of contractor services as above in section 7 (viii) Curo retains the right to apply an increased service charge to recover these costs
36. **General**
37. Nothing in this Agreement Conditions shall limit or exclude the liability of Curo or the Resident-led Services Group for:
	1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
	2. fraud or fraudulent misrepresentation;
	3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
	4. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
38. Subject to section 8 (i), Curo and the Resident-led Services Group will not have any liability to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement.
39. No-one other than Curo and the Resident-led Services Group will have any right to enforce any of its terms.
40. Curo and the Resident-led Services Group may not assign this Agreement.

**Signature**

**Signed for and on behalf of Curo [Places Limited] by**

|  |  |
| --- | --- |
| PRINT NAME: |  |
| Signed: |  |
| Position: |  |
| Address: | The Maltings, River Place, Lower Bristol Road, Bath BA2 1EP |

**Signed for and on behalf of the Resident-led Services Delivery Group as a committee member by**

|  |  |
| --- | --- |
| PRINT NAME: |  |
| Signed: |  |
| Date: |  |
| **Independent Witness:**PRINT NAME: |  |
| Signed: |  |
| Date: |  |

**Schedule 1: Resident-led Services Group Area(s) of**

**Responsibility** *(Map/Photos/Drawing to be inserted)*



**Schedule 2: Services to be provided by the Resident-led Services Delivery Group**

*(Detailed list of actions the group will be undertaking)*

**Schedule 3: Names and addresses of the Committee Members**

**All Curo Resident Led Schemes must conduct a risk assessment.**

We have started off the risk assessment for you by including a sample entry for a common hazard to illustrate what is expected (the sample entry is taken from a cleaning-based activity).

Look at how this might apply to your business, continue by identifying the hazards that are the real priorities in your case and complete the table to suit.

For further information and to view HSE example risk assessments go to <http://www.hse.gov.uk/risk/casestudies/>

**Customer name:** NAME

| **What are the hazards?** | **Who might be harmed and how?** | **What are you already doing?** | **Do you need to do anything else to manage this risk?** | **Action by whom?** | **Action by when?** | **Date completed?** |
| --- | --- | --- | --- | --- | --- | --- |
| Slips and trips | Residents & visitors may be injured if they trip over objects or slip on spillages | All areas are left dry. All areas are well lit including stairs. There are no trailing leads or cables. We put equipment away, after each activity | Let neighbours know, what days I/we propose to be completing the activity. | Customer lead |  |  |
| Contact with bleach and other cleaning chemicals    | Residents risk getting skin problems such as dermatitis, and eye damage, from direct contact with bleach and other cleaning chemicals, eg solvents and detergents. Chemical vapour may cause breathing problems. | Residents asked when they start if they suffer ill health e.g. skin problems, when using cleaning chemicals. Long-handled mops and brushes, and strong rubber gloves, are provided and residents trained in their use. All residents trained in the risks, use and storage of cleaning chemicals.      | Residents reminded to report any health problems they think may come from cleaning, and to check for dry, red or itchy skin on their hands. Residents reminded to wash gloves after use. Investigate replacing chemicals marked ‘irritant’ with milder alternatives.     | Customer lead     |  |    |
| Musculoskeletal disorders (MSDs) and injuries | Residents risk injuries such as back problems if they try to lift objects that are heavy and/or awkward to carry, such as cleaning machines or full mopping buckets, or if they are required to work in awkward positions. | Cleaning equipment provided for each floor. Long-handled mops, brushes and dusters are provided to reduce need to stretch and stoop. Residents do not overfill buckets | Provide new mopping system – long-handled wringer, to reduce force needed to squeeze mop, and a bucket on wheels to reduce lifting and carrying (see slips, trips and falls’). | Customer lead     |  |     |
| Work at height  | Residents risk bruising and fracture injuries if they fall from any height  | No need for residents to work from stepladders etc and they are instructed not to do so; ‘No standing on chairs’ policy; residents trained in safe system of work for cleaning   |     | Customer lead     |  |     |
| Machine cleaning of floors | Residents and visitors risk injury from improper use of the machine, eg if the machine were to buck and hit feet or ankles.    | Machine provided is the right machine for the job; Residents trained in the safe use of the machine; Machine regularly examined by a competent person and maintained as necessary.   | Residents reminded not to use the machine if they have doubts about its safety.     | Customer lead     |  |      |
| Lone working | Residents may suffer sudden illness/accident while working alone and be unable to summon help. | Residents are in contact with each other, if in need of help or unable to clean due to illness/accident. | None | Customer lead |  |  |
| Electrical | Residents risk electric shocks or burns from faulty electrical equipment. | Residents check for damaged plugs, cables and on/off switches before using the cleaning machines; If defect is noted, the machine is taken out of use; Residents trained not to splash water near sockets or electrical appliances. | Residents to regularly check plugs, cables and switches of cleaning machines. | Customer lead |  |  |

It is important you discuss your assessment and proposed actions with Curo colleagues.

You should review your risk assessment if you think it might no longer be valid, e.g. following an accident in the workplace, or if there are any significant changes to the hazards in which your customer led scheme operates, such as new products, equipment or activities.

**Customer Signature: Curo Signature:**

**Date: Date:**