



Golden Lane Housing

working in partnership with 

Nomination Agreement example

In association with the Feeling Settled report





example

Nomination Agreement

For the provision of supported accommodation and services to learning disabled people

The Service Provider provides supported accommodation and services for persons for whom the Council in its capacity as authority for the provision of Social Services and for commissioning of such services is wholly or in part responsible.

Duration and termination

This agreement is intended to continue indefinitely so long as the Service Provider continues to provide the supported accommodation or services to persons for whom the Council in its capacity as authority for the provision of Social Services and for commissioning of such services is wholly or in part responsible.

After a period of 'X' years the council may terminate this agreement upon three months written notice. On three months' written notice by either party if the other party is in material breach of any of its obligations under this Agreement.

The Service Provider's main obligations

1. Undertake the provision of supported accommodation and services at the specified properties.
2. Issue a notices when any vacancy arises and allow the Commissioner from date of termination notice to elect to nominate a prospective Tenant to fill the vacancy and upon such election to consider with the support of the Support Provider whether it is appropriate to install its nominee and where suitable to install the nominee and where no election is made the Service Provider with the agreement of the Council shall use its reasonable endeavours to fill the vacancy as promptly as possible. During the period of any vacancy the Service Provider will be entitled to costs pursuant under the terms of the Agreement.
3. Take out and maintain appropriate insurance cover in respect of personal injury or death occurring at or because of any Property.
4. Notify the Council immediately of any serious failures in the service provided by the Support Provider such that the Support Provider may (in the opinion of the Service Provider) be in breach of their obligations to the Service Provider, the council or the tenant; and to act as an advocate for the tenants in this regard.

The Commissioner's main obligations

1. Pay invoices from the Service Provider for vacant places at the Property for the duration of this Agreement.
2. Notify the Service Provider as soon as reasonably practicable when it is known to the Commissioner that a vacancy at the Property may arise and the Commissioner shall use its reasonable endeavours to identify for the vacancy a nominee who is eligible within the Service Provider's eligibility criteria.
3. The Council shall take reasonable steps to ensure that tenant receives sufficient expertise and help to commission the provision and monitoring of the care, support and any other necessary provision by direct payment and or individual budgets. Jointly arrange with the service provider and the tenant for the appointment of a support provider for the provision and monitoring of the care, support and for the tenants individually and make available any relevant monitoring information to the Service Provider subject to the tenants rights to confidentiality.
4. Indemnify the Service Provider against all claims actions or losses arising from the action of omission of the Council or of the Council's employees or of persons contracted to the Council for the provision of support.

Transfer or assignment

Neither party may, without the prior written permission of the other party transfer or assign directly or indirectly the whole or any part of this agreement.

Disputes

Before any proceedings are taken on any dispute under this Contract either or both parties shall refer the matter disputed to arbitration by the President for the time being of the Chartered Institute of Arbitrators or his appointee.

To contact Golden Lane Housing or any of our regional teams:

0845 604 0046

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