

**Memorandum of Understanding**

**between**

**MARYHILL HOUSING ASSOCIATION LIMITED**

**and**

**QUEENS CROSS HOUSING ASSOCIATION LIMITED**

**tc young** solicitors  
effective legal solutions

7 West George Street, Glasgow G2 1BA  
Telephone: 0141 221 5562  
Facsimile: 0141 221 5024  
DX GW78 Glasgow

69 George Street, Edinburgh, EH2 2JG  
Telephone: 0131 220 7660  
Facsimile: 0131 220 7661  
DX ED112 Edinburgh

Email: [mail@tcyoung.co.uk](mailto:mail@tcyoung.co.uk)

Ref SXM/MARYH00-725 Memorandum of Understanding Final

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## **MEMORANDUM OF UNDERSTANDING**

**between**

**MARYHILL HOUSING ASSOCIATION LIMITED** registered under the Co-operative and Community Benefit Societies Act 2014 with registered number 1904R(S) and as a Scottish charity with registered number SC032468 and having its registered office at 45 Garrioch Road, Glasgow G20 8RG (**Maryhill**)

and

**QUEENS CROSS HOUSING ASSOCIATION LIMITED** registered under the Co-operative and Community Benefit Societies Act 2014 with registered number 1860RS and as a Scottish charity under registered number SC036434 and having its registered office at 45 Firhill Road, Glasgow G20 7BE (**Queens Cross**)

### **RECITAL**

Whereas Maryhill and Queens Cross have agreed to share their resources in relation to development services in order to deliver their respective development programmes and to equip the Parties with the capacity to react to ad hoc development opportunities that arise within each of the Parties' respective areas of operation.

The purpose of this Memorandum is to record

- the basis on which services will be shared between the Parties
- the governance arrangements
- the allocation of costs within the structure

This Memorandum is intended to further co-operation towards achieving common objectives in the common interest of both Parties through the sharing of Services.

NOW IT IS HEREBY AGREED as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Memorandum where the context so admits the following words and phrases shall bear the following meanings:

**Business Day** - means a day (which is not a Saturday or Sunday) on which Maryhill and Queens Cross are open for business.

**Commencement Date** – means 5 June 2017.

**Confidential Information** - means all information in connection with the terms of this Memorandum and in respect of the business of any Party which is not publicly available.

**Development Consultant** means any external consultant contracted with by either of the Parties to assist in the provision of the Development Services

**Development Hub Board** means the board appointed by each of the Parties comprising the chief executives and two board members of each Party

**Development Services** means the services set out in Part 1 of the Schedule

**Employment Liabilities** means all compensation, losses, taxes, damages, liabilities, claims, interest, costs and expenses including fines, penalties, legal and other professional fees (calculated on a full indemnity basis) in respect of any Relevant Employee;

**Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

**Memorandum** - means this agreement and the Schedule.

**Parties** - means Queens Cross and Maryhill

**Relevant Maryhill Employees** – means the Director in Charge and any other employees employed by Maryhill from time to time as are necessary to facilitate or deliver the provision of Maryhill Services.

**Relevant Queens Cross Employees** – means the Head of Development and any other employees employed by Queens Cross from time to time as are necessary to facilitate or deliver the provision of Queens Cross Services.

**Schedule** - means the Schedule (or any part of it) attached to this Memorandum.

**Service Transfer** means a transfer of the Services in whole or in part to either of the Parties, or another service provider

## **1.2 Interpretation**

In this Memorandum where context allows: -

1.2.1 Words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include corporations.

1.2.2 Reference to any statutory provisions or instruments shall be deemed to include reference to any such provisions or instruments from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations under such provisions.

1.2.3 Reference to a clause or a Schedule shall be deemed to be references to a clause of or a schedule to this Memorandum and references to a sub-clause shall be deemed to be references to a sub-clause of the clause in which the reference appears.

1.2.4 In this Memorandum clause headings are included for ease of reference only and shall not affect this deed or the interpretation hereof.

## **2. PROVISION OF SERVICES**

2.1 As from the Commencement Date, Maryhill and Queens Cross agree that all Development Services to each organisation shall be provided in terms of this agreement.

2.2 Maryhill undertakes that the Development Services to the extent provided by the Maryhill Staff shall be provided by the Maryhill Staff in a competent and efficient manner and to ensure the ability of Queens Cross to meet its strategic objectives, its annual plans and its related operational targets and the ability to comply with all applicable legal and regulatory requirements and in particular, the Scottish Housing Regulator's Regulatory Standards and the Social Housing Charter as amended from time to time.

2.3 Maryhill will ensure that the Maryhill Staff comply with the governance instruments and relevant policies of Queens Cross when providing the Development Services to Queens Cross. Queens Cross may update or replace such policies or introduce new relevant policies as it sees necessary and in particular, but without limitation, to achieve its strategic objectives, annual plans and related operational targets. Maryhill will ensure the ability of Queens Cross to comply with all of its relevant obligations as imposed by statute, regulation, licence or by contract in connection with the Development Services.

2.4 Maryhill will provide the Maryhill Staff with the appropriate skills and experience to ensure that any Development Services are provided to Queens Cross in accordance with the terms of this Memorandum and will ensure that such staff spend an appropriate amount of time based in the offices of Queens Cross as is necessary for the proper performance of the Development Services. As at the Commencement Date, the Director in Charge will be Donna Birrell of Maryhill.

2.5 Queens Cross undertakes that the Development Services to the extent provided by the Queens Cross Staff shall be provided by the Queens Cross Staff in a competent and

efficient manner and to ensure the ability of Maryhill to meet its strategic objectives, its annual plans and its related operational targets and the ability to comply with all applicable legal and regulatory requirements and in particular, the Scottish Housing Regulator's Regulatory Standards and the Social Housing Charter as amended from time to time.

2.6 Queens Cross will ensure that the Queens Cross Staff comply with the governance instruments and relevant policies of Maryhill when providing the Development Services. Maryhill may update or replace such policies or introduce new relevant policies as it sees necessary and in particular, but without limitation, to achieve its strategic objectives, annual plans and related operational targets. Maryhill will ensure the ability of Queens Cross to comply with all of its relevant obligations as imposed by statute, regulation, licence or by contract in connection with the Development Services.

2.7 Queens Cross will provide the Queens Cross Staff with the appropriate skills and experience to ensure that the Development Services are provided to Maryhill in accordance with the terms of this Memorandum and will ensure that such staff spend an appropriate amount of time based in the offices of Maryhill as is necessary for the proper performance of the Development Services. As at the Commencement Date, the Head of Development will be Niall McKinnon of Queens Cross.

### **3. KEY PERSONNEL**

3.1 Maryhill shall appoint and employ the Relevant Maryhill Employees who are key to the success of the provision of the Development Services and who shall be retained on the implementation and/or operation of the services for such time as is required to perform the role that has been allocated to them. The Relevant Maryhill Employees shall have the authority to act on behalf of the relevant parties on the matters for which they are expressed to be responsible. Nothing in this Memorandum or the arrangements for the provision of the Development Services by Maryhill to Queens Cross will or is intended to establish an employment relationship between any Relevant Maryhill Employee and Queens Cross.

3.2 Maryhill will be and remain responsible for payment of all salary, holiday pay, taxation, national insurance contributions, benefits and associated remuneration in respect of any Relevant Maryhill Employee, and indemnifies Queens Cross in respect of any failure by it to do so. Any Relevant Employee shall be employed on Maryhill's payroll, be employed entirely at Maryhill's expense; be subject to Maryhill's annual leave, disciplinary, grievance, absence and performance management and any other employment related processes.

3.3 Maryhill shall not remove or replace the Director in Charge unless:

- a) the Director in Charge is on long-term (defined as exceeding 4 weeks) sick leave;
- b) the Director in Charge resigns from Maryhill;
- c) Maryhill suspend or terminates the Director in Charge contract of employment; or

d) otherwise ceases to be employed by Maryhill

3.4 Maryhill will inform Queens Cross if it intends to remove or replace the Director in Charge

3.5 In the event of the Director in Charge being removed or replaced on a temporary or permanent basis under Clause 3.3, the Management Board of Queens Cross will be involved in the selection and/or recruitment of a replacement and will have the right to one representative on any selection panel.

3.6 Any concerns relating to attendance management of the Relevant Maryhill Employees whilst supporting Queens Cross either on performance, timekeeping or sickness absence levels will be reported in writing to Maryhill who will be expected to address these concerns in accordance with their own HR policies and procedures.

3.7 At all times, Maryhill shall ensure that:

- a) each of the Maryhill Relevant Employees is suitably qualified, adequately trained and capable of providing the applicable element of the Development Services in respect of which they are engaged;
- b) there is an adequate number of Relevant Maryhill Employees to provide the Development Services properly;
- c) only those people who are authorised by it (under the authorisation procedure to be agreed between the Parties) are involved in providing the Development Services; and
- d) all of the Relevant Maryhill Employees comply with all of Queens Cross' policies including those that apply to persons who are allowed access to its premises.

3.8 Maryhill shall indemnify Queens Cross in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Maryhill in respect of any Relevant Maryhill Employee including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- a) the termination by Maryhill of the employment of any Relevant Maryhill Employee;
- b) anything done or omitted to be done in respect of any of the Relevant Maryhill Employees in the course of their employment by Maryhill;

all provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of Queens Cross.

3.9 Queens Cross shall appoint and employ the Relevant Queens Cross Employees who are key to the success of the provision of the Development Services and who shall be retained on the implementation and/or operation of the services for such time as is required to perform the role that has been allocated to them. The Relevant Queens Cross Employees shall have the authority to act on behalf of the relevant parties on the matters for which they are expressed to be responsible. Nothing in this Memorandum or the

arrangements for the provision of the Queens Cross Services by Queens Cross to Maryhill will or is intended to establish an employment relationship between any Relevant Queens Cross Employee and Maryhill.

3.10 Queens Cross will be and remain responsible for payment of all salary, holiday pay, taxation, national insurance contributions, benefits and associated remuneration in respect of any Relevant Queens Cross Employee, and indemnifies Maryhill in respect of any failure by it to do so. Any Relevant Queens Cross Employee shall be employed on Queens Cross' payroll, be employed entirely at Queens Cross' expense; be subject to Queens Cross' annual leave, disciplinary, grievance, absence and performance management and any other employment related processes.

3.11 Queens Cross shall not remove or replace the Head of Development unless:

- a) the Head of Development is on long-term (defined as exceeding 4 weeks) sick leave;
- b) the Head of Development resigns from Queens Cross;
- c) Queens Cross suspend or terminates the Head of Development contract of employment; or
- d) otherwise ceases to be employed by Queens Cross

3.12 Queens Cross will inform Maryhill Cross if it intends to remove or replace the Head of Development

3.13 In the event of the Head of Development being removed or replaced on a temporary or permanent basis under Clause 3.11, the Management Board of Maryhill will be involved in the selection and/or recruitment of a replacement and will have the right to one representative on any selection panel.

3.14 Any concerns relating to attendance management of the Relevant Queens Cross Employees whilst supporting Maryhill either on performance, timekeeping or sickness absence levels will be reported in writing to Queens Cross who will be expected to address these concerns in accordance with their own HR policies and procedures.

3.15 At all times, Queens Cross shall ensure that:

- a) each of the Queens Cross Relevant Employees is suitably qualified, adequately trained and capable of providing the applicable element of the Development Services in respect of which they are engaged;
- b) there is an adequate number of Relevant Queens Cross Employees to provide the Development Services properly;
- c) only those people who are authorised by it (under the authorisation procedure to be agreed between the Parties) are involved in providing the Development Services; and
- d) all of the Relevant Queens Cross Employees comply with all of Maryhill's policies including those that apply to persons who are allowed access to the its premises.



3.16 Queens Cross shall indemnify Maryhill in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by Maryhill in respect of any Relevant Queens Cross Employee including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- a) the termination by Queens Cross of the employment of any Relevant Queens Cross Employee;
- b) anything done or omitted to be done in respect of any of the Relevant Queens Cross Employees in the course of their employment by Queens Cross;

all provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of Maryhill

3.17 the job descriptions of each of the Director in Charge and the Head of Development together with proposed personnel structure (including a brief description of that persons role) to be adopted by the Parties in relation to the operation of this Memorandum are set out in Part 2 of the Schedule

#### **4. PAYMENT FOR SERVICES AND THE DEVELOPMENT CONSULTANT**

4.1 It is proposed that each of the Parties will provide the employees necessary for the delivery of the Development Services at no cost to the other.

4.2 Whereas at the Commencement Date a Development Consultant is engaged by Maryhill to assist in the provision of an element of the Development Services Maryhill shall be and remain liable for any fees in respect of services delivered by this Development Consultant to the extent that the services supplied were in respect of projects identified as Maryhill projects

4.3 Whereas it is proposed that the same Development Consultant that is engaged by Maryhill also be engaged by Queens Cross to assist in the provision of an element of the Development Services Queens Cross shall be and remain liable for any fees in respect of services delivered by this Development Consultant to the extent that the services supplied were in respect of projects identified as Queens Cross' projects.

4.4 The Parties agree that any legal and administrative costs incurred in relation to the documentation of the agreement should be shared equally.

#### **5. TERM OF THE MEMORANDUM AND SERVICE TERMINATION ARRANGEMENTS**

5.1 This Memorandum shall commence on the Commencement Date and shall continue in full force and effect until the anniversary of the Commencement Date (the "Expiry Date")

unless determined earlier by either Party giving to the other not less than three months' notice in writing.

5.2 If, subsequent to the commencement of this Memorandum the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of this Memorandum, or part, or otherwise) which results in a Service Transfer; if the Service Transfer is a relevant transfer for the purposes of the Employment Regulations then the parties agree they will take reasonable steps to comply with obligations they may have under the Employment Regulations.

5.3 Maryhill shall indemnify Queens Cross, on demand, in respect of all Employment Liabilities suffered or incurred by Queens Cross in relation to:

- (i) the termination of the provision of Development Services under this Memorandum including but not restricted to those arising from claims for pay, holiday pay, redundancy pay, notice pay, unfair dismissal; and/ or
- (ii) any failure by Maryhill to comply with regulations 11, 13 and 14 of the Employment Regulations; and/or
- (iii) the termination of the employment of any of the Relevant Maryhill Employees pursuant to the termination of the provision of Services under this Memorandum.

5.4 Queens Cross shall indemnify Maryhill, on demand, in respect of all Employment Liabilities suffered or incurred by Maryhill in relation to:

- (i) the termination of the provision of Queens Cross Services under this Memorandum including but not restricted to those arising from claims for pay, holiday pay, redundancy pay, notice pay, unfair dismissal; and/ or
- (ii) any failure by Queens Cross to comply with regulations 11, 13 and 14 of the Employment Regulations; and/or
- (iii) the termination of the employment of any of the Relevant Queens Cross Employees pursuant to the termination of the provision of Services under this Memorandum.

## **6. REVIEW OF OPERATION AND COOPERATION**

6.1 The operation of this Memorandum shall be formally reviewed by Maryhill and Queens Cross in the following manner: -

6.1.1 The Development Hub Board shall review performance every nine months.

6.1.2 The review will look at overall performance of the Memorandum particularly to evaluate that the resources which have been committed by each Party are broadly comparable and the outputs correspond with the previously agreed projections. Such review will assess success against the following criteria

- The ability of the arrangements to attract and retain staff
- The allocation of costs – the overall cost of the arrangement and the fairness of the cost burden each party is making
- Satisfactory progress and delivery of the programme particularly time, cost and quality
- The performance of the arrangement in attaining annual grant planning targets (GPT)
- The impact on regeneration of the Parties areas of operation including for example the Community benefits being delivered
- The strategic impact of the arrangement and the extent to which this has : strengthened partnerships such as those with GCC DRS and Canal Regeneration Partnership, other public and private sector partnerships
- The potential to grow the model and generate income through provision of services to others.

6.2 Should there be a failure to agree among the Development Hub Board on the attainment or otherwise of the criteria set out in clause 6.1.2, either party may invoke Clause 7 of this Memorandum to resolve the dispute or alternatively give notice to the other in terms of Clause 5.1.

6.3 Following the review meetings any amendments to this Memorandum shall be noted in writing signed on behalf of the Parties and shall operate as variations to this Memorandum.

## **7. RESOLUTION OF DISPUTES**

7.1 It is the declared intention of the Parties that all matters of disagreement under this Memorandum should be resolved by negotiation and discussion between the Parties. Accordingly, but without prejudice to the terms of clause 8, it is agreed that the procedure set out in this clause 7 shall be followed prior to the serving of written notice terminating this Memorandum, or in relation to any matter of dispute between the Parties concerning performance, procedure or management of their rights or obligations hereunder.

7.2 In the event that any matter of disagreement between the Parties cannot be resolved in accordance with the terms of clause 7.1, the following procedure shall apply:

7.2.1 the Parties shall each appoint an appropriate person who shall meet and shall use reasonable endeavours to resolve the matter of disagreement;

7.2.2 if the persons appointed in terms of clause 7.2.1 do not meet within fourteen 14 days of the date on which either Party convenes a meeting to resolve the matter, or should they not be able to resolve the matter within fourteen 14 days of first meeting, then the matter shall promptly be referred by either Party to the board of management or equivalent of Maryhill and the board of management or equivalent of Queens Cross; and

7.2.3 if, within fourteen 14 days of the matter first having been referred to the persons referred to in clause 7.2.2 no agreement has been reached as to the matter in dispute, the dispute resolution process shall be deemed to have been exhausted in respect of the matter in dispute, and either Party shall be free to pursue the rights granted to it by this Memorandum in respect of such matter without further reference to the dispute resolution process.

## **8. TERMINATION**

8.1 Each Party shall be entitled to terminate this Memorandum at any time by written notice to any other Party ("the Defaulting Party") if:

8.1.1 The Defaulting Party fails to pay any amount due under this Memorandum in cleared funds on the due date and fails subsequently to make payment within 10 Business Days of receiving a written request to make such payment by the non-Defaulting Party.

8.1.2 A petition is presented, an order made or meeting convened or an effective resolution passed, for winding up of the Defaulting Party; or

8.1.3 An encumbrancer takes possession or a liquidator, provisional liquidator, receiver, manager, trustee, sequestrator or similar officer is appointed over all or any of the assets of the Defaulting Party; or

8.1.4 The Defaulting Party enters into any arrangement or composition with or for the benefit of his creditors; or enters into liquidation either voluntary or compulsory (except for the purposes of amalgamation or reconstruction)

8.1.5 The Scottish Housing Regulator duly presents a petition for the winding up of the Defaulting Party under Section 105 of the Housing (Scotland) Act 2010 or under any other section in any statute or under any power of the Scottish Housing Regulator

8.1.6 The Scottish Housing Regulator appoints a manager, removes or suspends any officer of the Defaulting Party or appoints any individual as an officer of the Defaulting Party under Sections 57-62 (inclusive) or Section 65 of the Housing (Scotland) Act 2010 or under any other section in any statute or under any power of the Scottish Housing Regulator

8.1.7 The Scottish Housing Regulator serves an enforcement notice upon it being satisfied that the Defaulting Party is, or is at risk of, failing to meet a financial management or governance target or there has been misconduct or mismanagement in the affairs of the Defaulting Party under Section 56 of the Housing (Scotland) Act 2010 or under any other section in any statute or any power of the Scottish Housing Regulator.

8.1.8 The Scottish Housing Regulator duly directs the Defaulting Party under Sections 66 or 67 of the Housing (Scotland) Act 2010 (i) not to undertake particular transactions or make

particular payments without the Scottish Housing Regulator's consent or (ii) to transfer all or any part of its properties to any other registered social landlord.

8.1.9 The Scottish Housing Regulator takes any other action which constitutes regulatory intervention under Part 5 of the Housing (Scotland) Act 2010 or under any other section in any statute or any power of the Scottish Housing Regulator.

8.2 Any termination of this Memorandum shall be without prejudice to the antecedent rights of either Party against the other.

8.3 Maryhill and Queens Cross may agree that the Services will be varied and/or that any of them will be terminated. Such agreement and consent will be recorded in a written agreement which will record any agreed consequential change to the cost as set out in Clause 4.

8.4 Other than in respect of failure to pay in terms of Clause 8.1.1 if any Party shall fail within 30 Business Days after notice in writing of this has been given by any other Party to take steps to perform any obligations the performance of which has become due under this Memorandum or otherwise remedy any breach of the terms of this Memorandum, then the matter shall be referred to dispute resolution in accordance with Clause 7.1 hereof.

## **9. DEFAULT INTEREST**

9.1 Any amount payable to any Party under this Memorandum which is not paid on the due date shall bear interest at a rate of 3% per annum above the Bank of England base rate from time to time in force from the due date till the date of actual payment unless such interest is waived by the payee, and will be compounded at such intervals as the payee determines.

## **10. INSURANCE**

10.1 Each Party will ensure that from and after the Commencement Date it has in place professional indemnity insurance cover with a reputable insurance company with a limit of indemnity of not less than £2m in respect of each and every claim to cover any claims made against the other arising from the provision of the Services. Each Party shall continue to maintain such insurance with a reputable insurer throughout the duration of the supply of the Services and for a period of two years following the date of termination of this Memorandum.

## **11. EQUAL OPPORTUNITIES**

11.1 The Parties will take all reasonable steps to ensure that the Services are delivered in such a way as to ensure provision and access regardless of sex, age, gender reassignment, marriage, civil partnership, ethnic origin, religion, belief, disability, pregnancy, maternity or sexual orientation.

## **12. ENTIRE AGREEMENT/ AMENDMENT/ WAIVER/ NO PARTNERSHIP/ CONFIDENTIALITY/ INDEMNITY**

12.1 This Memorandum embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Memorandum. No party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this Memorandum.

12.2 This Memorandum shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the Parties.

12.3 No failure or delay on the part of any of the Parties to exercise any right or remedy under this Memorandum shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy be so construed. The rights and remedies provided in this Memorandum are cumulative and are not exclusive of any rights or remedies provided by law.

12.4 None of the provisions of this Memorandum shall be deemed to constitute a formal partnership between Maryhill and Queens Cross. The relationship entered into is an informal strategic alliance with specific service provision determined by the Memorandum, varied from time to time.

12.5 The Parties shall keep the Confidential Information in strict confidence and secrecy and shall not use or disclose the Confidential Information save in connection with compliance with the terms of this Memorandum or where the Party concerned is legally obliged to make disclosure. On termination of this Memorandum the Parties shall return to each other all papers and other information relating to the other Party in whatever form it may have been provided to it under this Memorandum together with any copies thereof.

12.6 Without prejudice to any other rights of either Party against the other, Maryhill undertakes to indemnify Queens Cross from and against the direct consequences of any breach by Maryhill of any of its obligations under this Memorandum and Queens Cross undertakes to indemnify Maryhill from and against the direct consequences of any breach by Queens Cross of any of its obligations under this Memorandum.

## **13. GOVERNING LAW AND JURISDICTION**

13.1 The validity, construction and performance of this Memorandum shall be governed by Scots law.

**14. ASSIGNATION AND SUB-CONTRACTING**

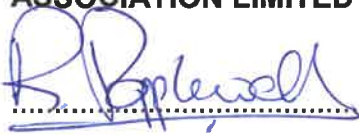
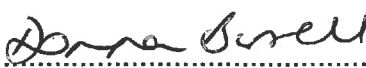
14.1 Other than has been set out in this Memorandum, the Parties shall not assign, charge or transfer any right or obligation under this Memorandum or in any way deal or part with their respective interests in this Memorandum or any part of it to any person. In particular (but without limitation) Maryhill shall not sub-contract to any person the performance of any of its obligations in this Memorandum.

**15. NOTICES**

15.1 Every notice, request or other communication shall be:

- in writing delivered personally or by prepaid first class letter;
- deemed to have been received, in the case of a letter when delivered personally or 48 hours after it has been sent by first class post provided that any letter personally which arrives after business hours or on a day which is not a Business Day shall be deemed to have been served at open of business on the next Business Day;
- sent to Maryhill at its address stated above marked for the attention of its Chairperson and to Queens Cross at its address stated above marked for the attention of its Chairperson or (in each case) to such other address as may be notified in writing by the relevant party to the other party by not less than 15 Business Days' notice.

**IN WITNESS THEREOF** these presents are: -

<p>Signed for an on behalf of <b>MARYHILL HOUSING ASSOCIATION LIMITED</b></p>  <p>Name <u>ROGER POPPLEWELL</u> Director / Committee Member / Authorised Signatory [please state] <u>CHAIR</u></p>	<p>In the presence of: -</p>  <p>Name <u>ANNA BIRRELL</u> Address <u>90 45 GARRICUM RD</u> <u>GLASGOW, G20 8RG</u></p> <p>Date <u>25/8/17</u></p>
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<p>Signed for an on behalf of <b>QUEENS CROSS HOUSING ASSOCIATION LIMITED</b></p> <p><i>M. Clewes</i></p> <p>Name <i>M. Clewes</i> Interim Director / Board Member / Authorised Signatory [please state]</p> <p><i>CHAIR</i></p>	<p>In the presence of: -</p> <p><i>Anna Birrell</i> <i>ANNA BIRRELL</i></p> <p>Name <i>ANNA BIRRELL</i></p> <p>Address <i>40 45 GARRICHO RD</i> <i>GLASGOW G20 8RF</i></p> <p>Date <i>25<sup>th</sup> AUGUST 2017</i></p>
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## **SCHEDULE**

### **Part 1**

#### **Project Management**

- co-ordinate and manage a project from inception to completion.
- ensure the development process is carried out in accordance with current government guidance.
- comply with the terms of the relevant Party's development policies and procedures.

#### **Project Planning**

- promote development opportunities through the instigation of feasibility studies.
- consult with tenants, owners and other interested parties with respect to development proposals.
- liaise with the Parties other service departments, the local authority and relevant local agencies to ensure any project proposals meet all relevant strategies.  
project proposals
- prepare a project brief to meet the requirements of the Party's strategy, in consultation with Parties other service departments.
- progress the acquisition of land and property through to settlement.
- co-ordinate the needs of all other interested parties in the development process.
- procure, brief and instruct professional consultants and contractors as required during the development process.

#### **Project Progress**

- monitor contract performance and expenditure from inception to contract completion.
- ensure all contract documentation is received and all contract payments processed.
- participate in the post-completion review of the project and ensure all post-contract documentation and surveys are received.

#### **Project Funding**

- prepare necessary project submissions to grant providers to ensure maximum grant subsidy obtained and complete funding claims.
- identify the required levels of private finance contributions towards project costs.
- seek any other appropriate sources of capital funding for development projects.  
project reporting

- provide project and other reports to the Parties' boards of management and other boards and committees as may be required.
- attend board or committee meetings as required.

**Department Administration**

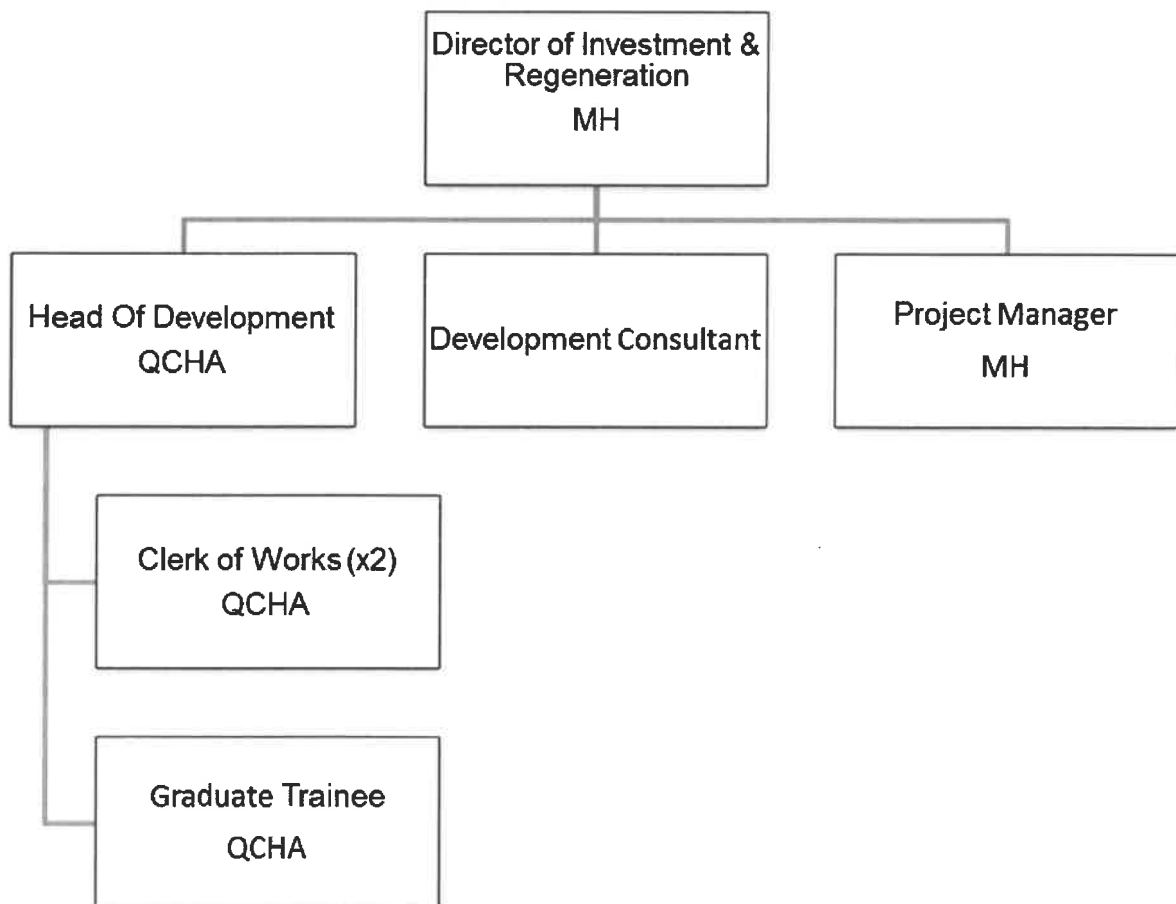
- contribute to the preparation of the Parties' development funding plans.
- participate in the drafting of Parties' development policies & procedures.
- maintain the development department's filing and records systems.

## Part 2

**Job Description of Director in Charge:** The Director would provide a strategic link and reporting base. The summary Job Description is attached

**Job Description of the Head of Development** The Head of Development would focus on managing the overall programme, as well as leading on specific project aspects, particularly at pre-acquisition stage. The summary Job Description is attached

### Proposed Personnel Structure



### **Brief Description Each Role**

**Development Consultant** - The Development Consultant would act as a 'senior' Project Manager, taking responsibility for critical projects or complex issues within projects and mentoring the junior staff as necessary.

**Project Manager** - the project manager will be an employee of Maryhill who would manage all aspects of the planning, implementation and delivery of the new build housing programme. Responsible for project initiation, scheme viability assessment and funding bids, procurement and performance management of Consultants and Contractors, cost, quality and risk monitoring and control, Project and Contract Management of a portfolio of new development projects from inception to completion.

**Clerk of Works (x2)** - the clerk of works will be employees of Queens Cross who will carry out regular visits and inspections of sites to make sure that work is carried out to standards, agreed specification and schedule. The Clerks of Works will make sure that the correct materials and workmanship are used and that the client is given quality work and value for money.

**Graduate Trainee** - the graduate trainee will be an employee of Queens Cross who would work across all aspects of the development process, providing assistance where most needed and perhaps taking responsibility for smaller less complex projects.



<b>Role Title:</b>	Director of Investment and Regeneration Maryhill Housing (MH)	<b>Reporting To:</b>	Chief Executive Queens Cross HA (QCHA)
<b>Grade:</b>	EVH Grade 9	<b>Date:</b>	March 2017

**Role Profile:**  
 Provide strategic direction and leadership to the North West Development Hub (NWDH) team. Responsible for overall Programme Management and delivery of the new build development programme, delivering exceptional and excellent services in compliance with relevant regulation and legislation. Responsible for setting budgets and targets and monitoring programme expenditure. Working collaboratively with the Chief Executive of QCHA, the NWDH Board, Board of MH and QCHA and colleagues on all matters of corporate strategy to ensure NWDH is a sustainable, ambitious, dynamic and successful organisation. Servicing and reporting to the NWDH Board.  
 Responsible for management and supervision of the members of the NWDH team with direct responsibility for Head of Development QCHA, Development Consultant and Project Manager MH.

**Key Responsibilities:**

**Strategy Development**

- Lead and develop the strategic priorities and plans for the NWDH, ensuring excellent customer service, achievement of plans and targets, delivering a comprehensive and expanding range of services to meet identified needs and aspirations, and reporting to the CE QCHA and NWDH Board on strategic direction.

- Forming strategic alliances and partnerships to increase impact and influence, challenging local competition and reducing risk. Negotiation with GCC DRS for a strategic agreement with the NWDH Group to deliver a range of homes on strategic sites. Representing the interests of the NWDH on the Maryhill Transformational Regeneration Area Local Delivery Group (TRA), Canal Board and Glasgow Canal Partnership Steering Group.
- Create new partnerships and innovative approaches to support delivery of NWDH objectives and ensure external funding and leverage is maximised.
- Identifying wider regeneration opportunities to deliver long term sustainable communities and reduce poverty.
- Explore new business opportunities and opportunities for growth
- In conjunction with the Chief Executive, contribute to the strategic development of the NWDH and manage and mitigate risk.

#### **Governance**

- Service and support the NWDH Board
- Agree Board meeting calendar, prepare and issue Agendas and Reports in consultation with the NWDH Chair

#### **Leadership**

- Provide direction, motivational leadership, management and support to members of the team, ensuring clarity of direction, effective communication and development of personal potential.
- Recruitment and Selection to the NWDH team

#### **Effective Liaison and Team Working**

- As a member of the team, adopt a collaborative and supportive approach, maintaining up to date professional knowledge and providing advice and assistance to colleagues as required.
- Determine and monitor standards of performance throughout the range of the operations, ensuring development of an effective service responsive to changing circumstances and demands.

#### **Programme Management & Delivery**

- Ensure the effective procurement and delivery of new build investment programme within agreed financial and operational targets to provide value for money
- **Performance Monitoring and Reporting**

- Set, achieve and be accountable for performance targets, including benchmarking performance externally. Effectively communicate relevant business and performance data to the NWDH Board, Boards of MH and QCHA, customers and stakeholders where appropriate.
- In all aspects of the work of the NWDH, promote effective communications, excellence in customer service, and a focus on continuous improvement.
- Demonstrate financial awareness and ensure the delivery of effective budgetary control and efficiencies, securing value for money at all times.

### **Community Benefits**

- Ensure that Community Benefits are derived from procurement processes in line with our Sustainable Procurement Policy to improve the economic, social and environmental wellbeing of the communities in which we operate.
- Provide performance information where required for the monitoring and evaluation of Community Benefits

### **Customer Engagement**

- Ensure excellent customer care, proactively working in partnership with users to develop and support engagement and ensuring customers feedback shape delivery of sustainable new build development projects

### **Corporate Responsibility**

- Act as a role model for the NWDH team, living the operating principles (values) on a day to day basis
- Ensure compliance with all regulatory, statutory and legal requirements and other directives
- Comply with MH & QCHA policies including code of conduct, health and safety, anti-fraud and bribery and equalities policies
- Ensure effective communication in plain language, both internally and externally; to ensure people are informed, engaged and find it easy to access services and make contact and understand information and the decisions made
- Maximise the use of ICT to improve efficiency, increase productive and develop new and existing services
- Produce accurate and timely performance information and data, including information required for regulatory and statutory returns and agreeing and implementing actions arising from internal and external audits

<b>Job Title</b>	Head of Development	<b>Department</b>	Development
<b>Reporting To</b>	Chief Executive Queens Cross HA (QCHA)	<b>Grade</b>	I
<b>Post Number</b>		<b>Date</b>	July 10

<b>Purpose of Job</b>
<p>Contribute to the Association's sustainable development of the communities it serves by providing new and improved housing and improving the environment to the highest possible standard.</p> <p>Develop and maintain high quality development services to internal and external clients.</p> <p>Manage the Development function and delivery of the Development Programme, ensuring a strong focus on individual and collective project financial liability, and on risk awareness and management.</p>
<b>Context and Scope</b>
<p>Development Services is responsible for the project management and co-ordination of new capital projects from inception to completion.</p>
<b>Major Tasks and Job Activities</b>
<p><b>Development Programme</b></p> <ul style="list-style-type: none"> <li>▪ Manage the Association's Development Programme by ensuring that funding budgets and progress timescales are met for both individual projects and the overall programme.</li> <li>▪ Prepare the Association's Strategy &amp; Development Funding Plan in liaison with all other Service Departments.</li> <li>▪ Identify and pursue potential development opportunities, in liaison with the Local Authority and other appropriate agencies, to meet all relevant strategies and requirements.</li> </ul> <p><b>Staff Supervision</b></p> <ul style="list-style-type: none"> <li>▪ Manage the Development function in line with the Association's policies and procedures.</li> <li>▪ Organise the Service efficiently and distribute the workload between staff.</li> <li>▪ Appraise staff performance, and encourage continuous improvement and development of skills.</li> </ul> <p><b>Staff Support</b></p>



- Provide support for Development staff as required during the development process.
- Maintain Development staff awareness of Association strategy and objectives.
- Participate in the procurement process of Consultants and Contractors.
- Ensure that all other Association Service Departments are consulted as appropriate throughout a project.

#### **Financial Control**

- Review and approve all applications for Grants or other project funding.
- Authorise all claims for funding prepared by Development staff.
- Authorise all payments to external Consultants and Contractors.
- Assist in the preparation of the Association's annual Budget.

#### **Committee Reporting**

- Provide a regular Development Report to the Association's Board of Management.
- Co-ordinate the provision of individual reports to the Board of Management and other Association Committees as required.

#### **Policy and Procedure**

- Manage the Development function to ensure compliance with Performance Standards and the regulatory framework.
- Ensure that the Development Policies and Procedures reflect good practice as reflected within Government guidance documents and the requirements of Internal Audit.
- Maintain, evaluate and review policies and procedures as required.

#### **Project Management Responsibilities**

- Carry out the duties of a Development Manager (as defined) where required.

#### **External Services**

- Arrange or provide Development Services to Queens Cross Workspace, its subsidiary companies or to external clients, as workloads allow, and with regard to the liability of the service function required.

#### **Other Tasks and Activities**

Manage the organisation and upkeep of the Development Service's record systems.  
Participate in the management of the Association through membership of the Senior Management Team.

Liaise with other Heads of Service in the submission of returns to statutory bodies and the Board of Management

Any other appropriate duties in respect of the organisation of the Development function as required by the Chief Executive or the Board of Management.

The duties of the post will be reviewed and modified in line with the exigencies of the service.

<b>Print Name:</b>			
<b>Sign:</b>		<b>Date:</b>	