

Number of tenancy changes within the period

Current Performance

Add a comment on your current performance here. This is an opportunity to share the good work that has been carried out by your service area. Where performance has failed to meet target, mention what action is going to be taken to address the situation for the remainder of the year.

Number of tenant requests to improve their home

Current Performance

Add a comment on your current performance here. This is an opportunity to share the good work that has been carried out by your service area. Where performance has failed to meet target, mention what action is going to be taken to address the situation for the remainder of the year.

The number of safe guarding incidents reported - Children

Current Performance

Add a comment on your current performance here. This is an opportunity to share the good work that has been carried out by your service area. Where performance has failed to meet target, mention what action is going to be taken to address the situation for the remainder of the year.

The number of safe guarding incidents reported - Adults

Current Performance

Add a comment on your current performance here. This is an opportunity to share the good work that has been carried out by your service area. Where performance has failed to meet target, mention what action is going to be taken to address the situation for the remainder of the year.

Data Processing Agreement

Date: January 2015

Version number: 3.0

Owner: Mark Birch

This Supplementary Agreement ("Agreement") dated __Date__ is between:

- (1) The Gateshead Housing Company ("the Data Controller") and
- (2) Thirteen Housing Group ("the Data Processor")

Background:

(A) This Agreement is supplemental to any other separate agreement entered into between the parties at a particular price and introduces further contractual provisions to ensure the protection and security of data passed from the Data Controller to the Data Processor for processing.

(B) This agreement is to ensure the protection and security of data passed from the Data Controller to the Data Processor for processing or accessed by the Data Processor on the authority of the Data Controller for processing or otherwise received by the Data Processor for processing on the Data Controller's behalf.

(C) Paragraphs 11 and 12 of part II of Schedule 1 of the Data Protection Act 1998 place certain obligations upon a Data Controller to ensure that any data processor it engages provides sufficient guarantees to ensure that the processing of the data carried out on its behalf is secure.

(D) In consideration of the obligations undertaken by the Data Processor in clause 3, the Data Controller agrees that it shall ensure that it complies at all times with the Act, and, in particular, the Data Controller shall ensure that any disclosure of Personal Data made by it to the Data Processor is made with the data subject's consent or is otherwise lawful.

(E) This Agreement exists to ensure that there are sufficient security guarantees in place and that the processing complies with obligations equivalent to those of the 7th Data Protection Principle.

Definitions

"Act" means the Data Protection Act 1998.

"Data" means any information of whatever nature that, by whatever means, is provided to the Data Processor by the Data Controller, is accessed by the Data Processor on the authority of the Data Controller or is otherwise received by the Data Processor on the Data Controller's behalf, for the purposes of Processing and shall include, without limitation, any Personal Data;

"Data Subject" and "Personal Data" shall have the same meanings as are assigned to those terms in the Act.

"Processing" shall mean any operation or set of operations which is/are performed upon personal data, (whether or not by automatic means) including collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Such processing may be wholly or partly by automatic means or processing otherwise than by automatic means of personal data which form part of a filing system or one intended to form part of a filing system. A filing system shall mean any structured set of personal data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographic basis."

Application

1 Subject to clause 5(b) this Agreement shall apply to all Data sent from the date of this Agreement by the Data Controller to the Data Processor until either party gives one month's written notice of termination.

Purpose of Processing

2 The Data Processor shall process the Data it receives from the Data Controller solely for **[parties to insert here the types and purposes of the processing]** and for no other purpose except with the express written consent of the Data Controller.

Security and Confidentiality of Data

3 (a) The Data Processor shall use its best endeavours to safeguard the Data from unauthorised or unlawful processing or accidental loss, destruction or damage and acknowledges that it has implemented the technical and organisational measures specified in Schedule A to prevent unauthorised or unlawful processing or accidental loss or destruction of the Data.

3 (b) The Data Processor shall ensure that each of its employees, agents or subcontractors are made aware of its obligations with regard to the security and protection of the Data and shall require that they enter into binding obligations with the Data Processor in order to maintain the levels of security and protection provided for in this Agreement and in accordance with the Act.

3 (c) The Data Processor shall not divulge the Data whether directly or indirectly to any person, firm or company without the express consent of the Data Controller except to those of its employees, agents and subcontractors who are engaged in the processing of the Data and are subject to the binding obligations referred to in 3(b).

3 (d) The Data Processor shall ensure by written contract that any agent or subcontractor employed by the Data Processor to process Data to which this Agreement relates also provides the Data Processor with a plan of the technical and organisational means it has adopted to prevent unauthorised or unlawful processing or accidental loss or destruction of the Data and confirms to the Data Processor the implementation of those means.

3 (e) in the event of the exercise by Data Subjects of any of their rights under the Act in relation to the Data, inform the Data Controller as soon as possible, and the Data Processor further agrees to assist the Data Controller with all data subject information requests which may be received from any Data Subject in relation to any Data;

3 (f) in the event that the Data Processor receives a request for any information contained in the Data pursuant to Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 or the Environmental Information Regulations (Scotland) 2004, not to respond to the person making such request but to inform the Data Controller within two (2) working days, and the Data Processor further agrees to assist the Data Controller with all such requests for information which may be received from any person within such timescales as may be prescribed by the Data Controller;

3 (g) not Process or transfer the Data outside of the United Kingdom except with the express prior written authority of the Data Controller; and

3 (h) allow its data processing facilities, procedures and documentation to be submitted for scrutiny by the Data Controller or its representatives in order to ascertain compliance with the terms of this agreement.

3 (i) ensures that any redundant printed materials are destroyed securely to a level ensuring the Data Processors responsibility to confidentiality of data.

Liability

4 The Data Processor's liability to the Data Controller for any loss or damage of whatsoever nature suffered or incurred by the data controller or for any liability of the Data Controller to any other person for any loss or damage of whatsoever nature suffered or incurred by that person shall to the extent permitted by law not exceed [£1,000,000.00].

Termination

5(a) Subject to clause 5(b) either Party may terminate this Agreement upon giving one month's prior written notice to the other. Upon receipt of written notice from the Data Controller or upon giving written notice of termination to the Data Controller, the Data Processor shall return any Data received from the Data Controller to the Data Controller forthwith.

5(b) Notwithstanding termination the provisions of clause 3 shall survive the termination of this Agreement and shall continue in full force and effect until all Data are returned to the Data Controller.

Assignment

6 This Agreement shall not be transferred or assigned by either party except with the prior written consent of the other.

Jurisdiction

7 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the Courts of England and Wales.

Each of the Parties hereto has caused the Agreement to be executed by its duly authorised representative listed below.

SUBSCRIBED for and on behalf of ("the Data Controller")
THE GATESHEAD HOUSING COMPANY

Name: Mark Birch

Title: Strategic ICT Manager

Date:

Signature:

SUBSCRIBED for and on behalf of ("the Data Processor")

[]

Name:

Title:

Date:

Signature:

Schedule 6.

Customer Service Standards

Customer Service Charter

Our aim is to deliver excellent services and for you to be happy with the service you receive.

To help us to provide excellent customer service, customers who are members of our Customer Service Improvement Group helped to produce this Customer Service Charter which sets out standards around five key customer service principles.

You can access all the services provided by The Gateshead Housing Company:

- By telephone
- In person
- In writing, either by letter or e mail
- On our website
- By requesting us to visit you at home

What you can expect from us

We will:

- Introduce ourselves by name, wear name badges and provide proof of identity when entering your home
- Provide you with a positive customer experience
- Be friendly, helpful and welcoming
- Be realistic and not make promises to you that we cannot keep
- Be patient and ask relevant questions to establish facts
- Maintain the confidentiality of all information you give us and not disclose it to others without your permission unless required to do so by law
- Treat you fairly and according to your needs whatever your age, nationality, ethnic origin, disability, gender or sexual orientation
- Provide a translator, signer, or information in other formats such as audio, large print, Braille etc. if required
- Provide you with personal information that we hold about you if you request it
- Use written and spoken language that is clear, jargon free and easy to understand
- Offer you a home visit if you are unable to come to our offices
- Contact you if we are unable to keep an appointment as soon as we can to re-arrange it

1. When you telephone us we will....

- Answer your call within 15 seconds
- Greet you with Good morning / Good afternoon
- Inform you that you have reached The Gateshead Housing Company
- Tell you the name of the person you are speaking to
- Make sure we either deal with your request or put you through to the most appropriate person

- Answer your questions immediately, or if this is not possible, call you back at a convenient time with a response
- Phone you back using our line if you would prefer and if it is appropriate
- Provide an answer phone service where appropriate, and get back to you within 1 working day

2. When you visit us we will.....

- Deal with your enquiry at enquiry counters within 10 minutes
- Ensure all offices are easily accessible
- Provide rooms where you can discuss things with us in private
- Provide information about The Gateshead Housing Company that is clearly visible and up to date
- Provide adequate seating for customers, and toys for children
- Provide a free-phone telephone so that you can contact services within TGHC and Gateshead Council

3. When you write to us we will.....

- Acknowledge your letter, fax or minicom message within 3 working days
- Reply to your letter or e mail within 10 working days
- Make sure our responses are clear and easy to understand
- Provide an instant automated response to your e mails and text messages
- Give you the contact details of the person dealing with your query

4. When we meet with you we will.....

- Arrange a mutually convenient appointment
- Make sure you know you can bring someone to an interview to support you
- Meet with you on time if you have made an appointment
- Offer you an appointment for a same sex interview if you require it
- Leave a calling card with a clear name and contact number if you are not in
- Speak to you in private if you wish

5. If you want to compliment, complain, or make a suggestion we will....

- Learn from compliments and reward and motivate our team with them so that we can continue to improve
- Thank you for taking the time to contact us
- Make it easy and comfortable for you to contact us
- Keep our procedures straightforward and clear
- Take seriously complaints made about our services
- Deal with any complaint with impartiality
- Agree solutions with you and keep you informed of progress
- Learn from any mistakes so they don't happen again
- Ask you for feedback after we have dealt with any complaints

What we ask in return....

Treat us with respect

- Be considerate and polite to other customers
- Keep up to date with your rent payments
- Be on time for appointments
- Supply us with more information if we ask you to

You can also help us by:

- Giving us all the information we need to help you
- Letting us know if you have any individual requirements
- Telling us how we can improve our service
- Asking us to explain anything you're not sure about