

# **HOMESWAP DIRECT**

## **MEMBERSHIP AGREEMENT**

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## Membership agreement

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# 1. Definitions

1.1 In this membership agreement and its annex:

- “mutual exchange” means an agreement between tenants to swap homes, whether or not the tenants are tenants of the same registered provider.
- “mutual exchange service” means an internet based service which enables tenants who have registered an interest in arranging a mutual exchange to automatically search for reciprocal matches.
- “internet based” means a service which is accessed through the internet.
- a “match” occurs where a property is identified which fulfils the required property details entered and there is a reciprocal match for the tenant of that identified property.
- “social landlord” means a registered provider of social housing.
- “tenant” means a tenant of a registered provider of social housing.
- “independent representative” means someone who is not an employee or client of a signatory to this agreement.

# 2. Aims and objectives

2.1 HomeSwap Direct aims to increase mobility for social housing tenants by enabling them to identify suitable opportunities for mutual exchange with other tenants through registering with an internet-based service provider.

2.2 To support the aims of HomeSwap Direct, the internet-based service providers who are signatories to this document have agreed to receive requests from each other and search their data for potential mutual exchange matches returning information to enable service users to find matches in more than one system.

2.3 Participation in the scheme is voluntary. In order to be clear about the requirements that a provider must meet as a participant of the scheme, this document, Annex B (Minimum standards for technical and service capability) and Appendix 1 (HomeSwap Direct – technical approach) set out the business, technical and service management requirements that signatories agree to implement to facilitate this process.

2.4 The aim of this membership agreement is to support the implementation of HomeSwap Direct and to protect and preserve:

- the integrity, performance capabilities and reputation of the mutual exchange services provided by the signatories;
- the security of information held by and exchanged between the signatories through their individual mutual exchange services;

- a sustainable market for mutual exchange services of the kind needed for HomeSwap Direct to operate effectively;
  - acceptable standards that ensure tenants and landlords benefit from a good quality service.
- 2.5 This membership agreement will be regulated by a board, which will be responsible for ensuring that members comply with the business, technical and service management requirements and investigating allegations of non-compliance. The board will also assess applications from new members.
- 2.6 Signatories to this agreement shall use the statement: “As members of HomeSwap Direct we will support tenants to search for swap partners across all members’ sites” on their websites to show that they are searching data about potential mutual exchange matches with one another for the benefit of tenants.
- 2.7 This agreement does not create a partnership, corporate body or other legal entity; the signatories agree voluntarily to co-operate simply in order to achieve the aims and objectives set out in this section.

### **3. Board membership and responsibilities**

#### *Membership*

- 3.1 Each signatory to the membership agreement, who provides a mutual exchange service to ten or more social landlords, is entitled to appoint a representative to the board to vote on its organisation’s behalf. Withdrawal from the membership agreement will mean resigning from the board.
- 3.2. Signatories to the board will appoint an independent representative from the social housing sector to the board. This representative will not be required to sign the membership agreement.
- 3.3 Each member of the board will serve as chair in rotation. The order of rotation will be decided by drawing lots with provision being made for any new signatories to the membership agreement to be added to the rotation list. The chair will serve for a six month period. The chair of the board shall act as chair at meetings and give proper regard to the requirements of the membership agreement.
- 3.4 All matters shall be determined by a majority of board members. The chair shall retain their vote. The independent representative has a casting vote if required. The minimum data sharing requirement is described in Annex B and can be extended and amended to include other ways of sharing data but cannot be reduced to sharing less than a number of reciprocal matches. In the event of a decision to change the minimum data sharing requirement for participation in HomeSwap Direct, no amendment to Annex B shall be approved unless at least three quarters of those members eligible to vote do so in favour of the change.
- 3.5 Board meetings shall take place at least once a year, or at other times at the request of, or a request to, the chair of the board. Matters may also be decided by correspondence.

- 3.6 Board members should indicate when information should be treated in confidence. Board members are expected to respect this need for confidentiality.
- 3.7 Board members will bear their own costs of membership including costs of administering meetings whilst chair.
- 3.8 Each Board member is responsible for taking reasonable measures to keep personal data they hold on behalf of tenants secure and to meet the Data Protection Act 1998, including informing tenants of the circumstances around which their data might be shared with external sites.

#### *Responsibilities*

- 3.9 The Board shall review the content of the membership agreement after the scheme has been operating for six months
- 3.10 The board shall review the business, technical and service management requirements of the membership agreement set out in Annex B to this document on an annual basis.
- 3.11 The board shall consider applications from new members, and ensure that the process is open and transparent.
- 3.12 The board shall resolve any complaints about refusal of membership or non-compliance by existing members.

## **4. New members**

- 4.1 Any organisation which offers an internet-based mutual exchange service which provides reciprocal matches, may apply to become a signatory to this membership agreement. A request can be made in writing to any one (or more) of the existing members (contact details at Annex A).
- 4.2 Every applicant will be required to undergo systems testing to demonstrate compliance with the technical requirements set out in Annex B and Appendix 1.
- 4.3 The systems testing for applicants shall be conducted in a fair and transparent way. When a new provider joins the scheme, they need to establish that they can call the pages/services (as applicable) of other members. They also need to ensure that other members can call the pages/service they themselves are hosting. Security testing is also required and details are available on request.. Additionally, general functionality testing is required to ensure that the search criteria are handled correctly, and that the data returned corresponds to the specification. Systems testing will be the responsibility of existing board members and will be rotated between the members on an equal basis.
- 4.4 The applicant will bear their own costs associated with testing and will agree to reimburse the existing member for any reasonable, actual costs subject to the costs being agreed before testing commences. The applicant can request an estimate of costs from any, or all, existing members. The timetable for testing will be agreed with the applicant in advance, but must commence within 20 working days of receipt of half the agreed costs. Subject to any unforeseen difficulties, testing shall take no

longer than ten working days to complete. The existing member will make the results of the testing available to the applicant and the board within five working days of completion. At this time the applicant will reimburse the existing member any remaining agreed costs.

- 4.5 In the event of successful testing, and on receipt of evidence that satisfactory company checks (see paragraph 4.7) have been completed, the applicant will be eligible to sign the membership agreement. At this point, the applicant will be able to participate in HomeSwap Direct and will be required to reproduce this agreement, Annex and Appendix and the statement at 2.6 on their website.
- 4.6 The applicant is not eligible to appoint a representative to the board to vote on its organisation's behalf until it is able to evidence that it has secured subscriptions to use its service from ten social landlords.
- 4.7 The applicant will provide evidence from Companies House – the Companies Register - that a background check on company directors indicates that all directors are eligible to act in such a capacity. The applicant will also provide evidence of a check of credit worthiness. The applicant is responsible for any costs incurred in providing this evidence.
- 4.8 Existing members of HomeSwap Direct shall ensure their services can receive and respond to interface requests that comply with Appendix 1 from a new member within five working days of notification of 4.5 above. Any party that fails to do this will no longer be compliant with the scheme.
- 4.9 If systems' testing is unsuccessful, the applicant may challenge the results of the testing by following the complaints procedure set out in section 6 of this document. Any cost associated with doing so will be met by the applicant.
- 4.10 If an applicant has evidence that they have been blocked from testing their system, or believe that the results are not true and fair, or have generally been prevented from attempting to demonstrate their eligibility to join the scheme they can make a complaint to the board.
- 4.11 If an applicant is unable to resolve complaints through one or all existing board members they are free to seek mediation in accordance with section 6 of this document or raise a case with the Office of Fair Trading.

## **5. Non compliance**

- 5.1 A social landlord, or at least one board member, may bring to the attention of the board evidence that another member is not complying with the business, technical or service requirements specified in Annex B and Appendix 1 of this membership agreement, and ask the board to seek to address issues of non-compliance.
- 5.2 Where the board decides to investigate the allegation of non-compliance it may require a member to produce evidence of compliance, and any other information that they consider relevant to the alleged non-compliance, with reasonable notice.
- 5.3 Having considered all the evidence, if the board believes that a member is not complying with the requirements of the membership agreement, they can be

removed from the group. Removal requires the support of three quarters of board members. The independent representative shall have a casting vote if required.

5.4 Any organisation suspended or expelled from the membership agreement should remove this agreement, Annex, Appendix and statement at 2.6 from their website with immediate effect.

5.5 Any organisation suspended or expelled from the membership agreement may re-apply to be a member, provided that they meet the business, technical and service management requirements set out in Annex B and Appendix 1.

## **6. Handling of complaints**

6.1 Board members shall make every effort to resolve any complaints or disputes between signatories which relate to this membership agreement in a professional and amicable manner.

6.2 In the event that this is not possible, then the parties will attempt to settle it by mediation in accordance with the mediation rules of the Chartered Institute of Arbitrators.

## **7. Termination arrangements**

7.1 Any board member may voluntarily withdraw their organisation from HomeSwap Direct by informing other board members of their intention to do so in writing.

7.2 At the same time the membership agreement and Annex B will be removed from the organisation's website along with the statement at 2.6 above.

## **8. Signatories**

8.1 I confirm that I have read this membership agreement, Annex B and Appendix 1 and agree, as a signatory, to be bound by its contents. I agree to publish the latest version of the membership agreement, including annexes, on my organisation's website.

Signed by: [name]

On behalf of: [organisation]

On: [date]

[The annexes and appendix to this agreement are available on request]