



**Sparrow**  
Shared Ownership

# Customer Scrutiny Panel Terms of Reference

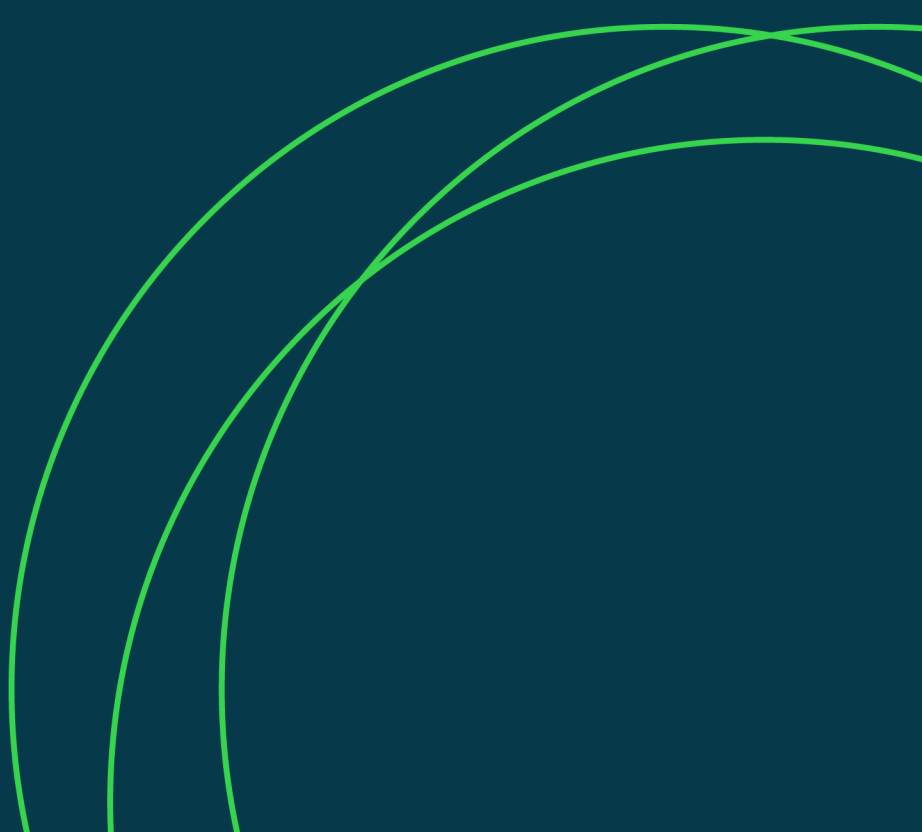
GROUP: Sparrow Shared Ownership (SSO)

VERSION: 1.0

CREATED: August 2024

REVIEW: August 2027

AUTHOR(S): Community Creator



# Customer Scrutiny Panel

## Terms of Reference

### 1. Background and purpose

---

- 1.1 Sparrow Shared Ownership has created the Customer Scrutiny Panel (the CSP) in fulfilment of its commitments under the Transparency, Influence and Accountability Standard within the Regulatory Framework for social housing in England (Regulatory Framework). This standard requires landlords to be open with tenants and treat them with fairness and respect so that tenants can access services, raise complaints when necessary, influence decision making and hold their landlord to account. This standard incorporates Tenant Satisfaction Measure requirements.
- 1.2 The Scrutiny Panel's aims and objectives are:
- 1.2.1 To make sure customers' views and priorities are at the heart of Sparrow Shared Ownership's performance and service improvement framework.
  - 1.2.2 To strengthen the links between customer involvement and governance at Sparrow Shared Ownership.
  - 1.2.3 To hold the Leadership Team and Board to account where performance fails to meet agreed and published standards.
  - 1.2.4 To consider value for money gains and savings in all aspects of its activities.
  - 1.2.5 To oversee and coordinate scrutiny activities and make sure other customers can contribute.
  - 1.2.6 To help drive continuous improvement at Sparrow Shared Ownership.
- 1.3 The Scrutiny Panel will:
- 1.3.1 Monitor and provide independent checks of:
    - a. those services supplied to customers for which Sparrow Shared Ownership is accountable, and
    - b. Sparrow Shared Ownership's compliance with relevant aspects of the Consumer Standards of the Regulatory Framework<sup>1</sup>;
  - 1.3.2 Where necessary, carry out in-depth service reviews, challenge service delivery and Sparrow Shared Ownership's performance, making recommendations for improvements where they see fit to drive improvements in customer satisfaction.
  - 1.3.3 Work on Sparrow Shared Ownership's customers' behalf to make sure Sparrow Shared Ownership provides excellent services and value for money.

---

<sup>1</sup> See appendix 1

## 2. Functions

---

### Methods

- 2.1 The Scrutiny Panel's activities will focus on service quality, transparency and performance. It will assess these by reviewing all available performance data relevant to the customer experience and conducting in-depth reviews.

### Choosing areas to review

- 2.2 The Scrutiny Panel may make its own decisions on what to look at based on performance information, complaints data and collective feedback from customers. Sparrow Shared Ownership may request a review of a particular area, but it is up to the CSP (acting reasonably) to decide to accept the request. In the event of refusal to such a request, the CSP must set out its reasons to Sparrow Shared Ownership in writing.
- 2.3 The Scrutiny Panel may supplement or vary its programme of work by:
- 2.3.1 Maintaining an overview of overall performance, services and topics which display evidence of weakness or failure.
  - 2.3.2 Recommending scrutiny of services and topics which are subject to collective requests by tenants.
  - 2.3.3 Undertaking 'light touch' inspections, where services have been subject to previous scrutiny and/or internal audit or review.
  - 2.3.4 Undertaking specific pieces of research, where these are felt to be necessary for Sparrow Shared Ownership customers or the CSP.

### Access to information and resources

- 2.4 Subject to its obligations under paragraph 7.1, the CSP will be:
- 2.4.1 Given access to performance information, benchmarking information and customer feedback (eg through complaints or surveys).
  - 2.4.2 Able to use other customer involvement groups and activities to help gather information (eg mystery shopping).
  - 2.4.3 Able to request relevant documents (eg policies and communications).
  - 2.4.4 Able to carry out surveys and/or interviews with Sparrow Shared Ownership colleagues.
  - 2.4.5 Able to carry out surveys and/or interviews with Sparrow Shared Ownership customers.

## 3. Accountability and reporting

---

- 3.1 Although tasked with providing independent scrutiny, the CSP accepts that the Board reserves the right to make final decisions.
- 3.2 The CSP must be accountable to the wider customer body and therefore ensure that their enquiries are representative of the needs of the wider customer base.
- 3.3 The CSP must add value to the business.
- 3.4 The CSP's reports and recommendations must be balanced, evidence-based and take into account regulatory standards, good practice and the operating context.
- 3.5 The CSP must have due regard for value for money in all their activities and recommendations.
- 3.6 The Scrutiny Panel will be required to:

- 3.6.1 Conduct reviews in accordance with the scrutiny process as set out in these Terms of Reference and to report on its findings and activities to the Sparrow Shared Ownership Board (the Board) for review.
- 3.6.2 Report on their activities, findings, recommendations and the outcomes of any scrutiny reviews in the Annual Report and Customer Annual Report.
- 3.6.3 Explain the reason for any service reviews, the methods used and how they came to their recommendations in any scrutiny report.
- 3.6.4 Publish an impact assessment of their activities on an annual basis.

## 4. Membership

---

- 4.1 The Scrutiny Panel shall consist of at least two and no more than five members of which:
  - 4.1.1 The majority must be Sparrow Shared Ownership customers and as far as possible represent the geographical spread of Sparrow Shared Ownership developments; and
  - 4.1.2 At least one must be a Sparrow Shared Ownership Exec or Board member.
- 4.2 Customer representatives will be selected to focus on key areas of customer service delivery (eg service delivery, repairs or customer complaints)
- 4.3 Only one person from each Sparrow Shared Ownership household may be a CSP member.
- 4.4 Priority will be given to achieving a CSP make-up that reflects Sparrow Shared Ownership's customer profile as far as possible.

## 5. Recruitment and training

---

- 5.1 Members will be recruited and appointed via a recruitment process agreed between the Board and the CSP.
- 5.2 Each member will undergo an induction programme and an initial six-month probation period, at the end of which their appointment may be confirmed by the CSP and the Board, subject to satisfactory performance.
- 5.3 The individual performance of the customer members of the CSP (and the collective performance of the CSP) will be appraised at least once a year. Part of the aim of the appraisal process will be to identify individual training and development needs and develop a training programme for the CSP.

## 6. Terms and conditions of office

---

- 6.1 Members' terms of office will be set by the CSP and may be for a term of up to three years. A member may apply for reappointment following the end or expiry of their term, but no member may serve on the CSP for more than nine years.
- 6.2 Before their appointment, each member must sign a contract which will include a statement confirming they will meet their obligations to the CSP (including the expected standards of conduct and confidentiality). This contract may be reviewed and amended by the CSP and/or the Sparrow Shared Ownership Board from time to time.
- 6.3 A CSP member's term may be terminated in accordance with their contract.

## 7. Confidentiality and data protection

---

- 7.1 Members (individually) and the CSP (collectively) must comply fully with Sparrow Shared Ownership's values and mission, reasonable instructions and policies and procedures, including (but not limited to) those relating to confidentiality, data protection and behaviour.

## 8. Conflicts of interest

---

- 8.1 CSP members are expected to declare any conflicts of interest and any interest that may be relevant to the work of Sparrow Shared Ownership or any item that may be considered by the CSP. If a conflict of interest arises, the CSP member must promptly advise the Chair.
- 8.2 Receipt of a particular service from Sparrow Shared Ownership does not generally constitute a conflict of interest. However, where a CSP member is directly involved in an ongoing complaint for a service which is being scrutinised or discussed, they will be deemed to have a conflict of interest and may not be involved in the discussion or scrutiny. It is important that individual issues are not raised to be resolved at meetings.

## 9. Meetings

---

### Frequency of meetings

- 9.1 Members will be expected to attend meetings on a quarterly basis which, due to the geographical spread of customer members, will be predominantly held digitally. Members will be expected to read any briefing documents in advance of meetings.

### Quorum

- 9.2 The quorum (number of people needed to make decisions) shall be two members or half the current membership (whichever is the lower) but must always include at least one Sparrow Shared Ownership CSP member.

### Chair

- 9.3 The Chair must be a Sparrow Shared Ownership Board member. The Chair of the CSP is appointed by the Board and the Vice Chair will be elected by the CSP for a term of one year. In the event that the Chair is unable to chair a meeting, discussion or review (for whatever reason including, but not limited to, absence or a conflict of interest), the Vice Chair will take over the Chair's duties temporarily.

## 10. Support and resources

---

- 10.1 Sparrow Shared Ownership shall allocate and make available to the CSP:
- 10.1.1 A Sparrow Shared Ownership Leadership Team member who will provide administrative support (when required by the CSP).
  - 10.1.2 Access to appropriate equipment and meeting room facilities, including a tablet for use for virtual meetings.
  - 10.1.3 A budget for reasonable expenses, training and development, commissioning additional research and independent mentoring support.
  - 10.1.4 Clear routes of access to the business, its colleagues, contractors and Board.

- 10.2 Sparrow Shared Ownership recognises and respects the CSP's independence. However:
- 10.2.1 Should there be any question, doubt or dispute as to the CSP's remit or powers, the decision of Sparrow Shared Ownership Board on the matter shall be final.
  - 10.2.2 The Board of Sparrow Shared Ownership reserves the right to 'step in' and appoint, replace or remove any or all of the CSP members in the event of the CSP's material dysfunction, breakdown or breach of its remit, these terms of reference, law, regulations of Sparrow Shared Ownership policies or code of conduct.

## 11. Payment, expenses and equipment

---

- 11.1 Members of the CSP will be remunerated £2,500 per annum paid quarterly in arrears after deduction for PAYE and Class 1 national insurance deductions if any (the Fee). The payment and amount of the Fee may be reviewed from time to time by Sage Homes in the first instance and then Sparrow Shared Ownership following the change of management services.
- 11.2 Members can decline payment or pay the fee to a charity of their choice. Members should be aware that even where they have done either of these, they may face tax liabilities and/or loss of entitlement to benefits. This is a matter between the member and the relevant authorities, although Sage Homes/Sparrow Shared Ownership may be able to give you further general advice on the position.
- 11.3 However, if a member is unable to attend two consecutive Panel meetings within a period of six months and/or fail to properly undertake their duties, Sparrow Shared Ownership may wish to reduce the fee paid. Any change in the Fee is subject to the approval of the Committee.
- 11.4 Any reasonable, properly authorised and documented expenses (eg mileage or train fare) will be reimbursed to the Customer Scrutiny Panel member.
- 11.5 Members may be provided with equipment to support the role as a Panel Member to access meetings conducted through video conference. This may include equipment related to adaption to a disability, which remains the property of Sparrow Shared Ownership. IT equipment must only be used in accordance with the Sparrow Shared Ownership IT and communications systems policy. Equipment must be returned in good order subject to reasonable wear and tear upon termination of the role as a Panel Member or otherwise upon request from Sparrow Shared Ownership.
- 11.6 Sage Homes/Sparrow Shared Ownership will also provide support, training and development for individuals and the group.

# Appendix 1

## Consumer standards

These standards apply to all registered providers (RP). RP Boards and councillors are responsible for making sure their organisation meets the consumer standards. The Regulator's role is limited to setting the consumer standards and only intervening where failure of the standard could lead to risk of serious harm to tenants (the 'serious detriment test').

## Transparency, influence and accountability standard

Consumer standards 1 April 2024

Transparency, Influence and Accountability Standard Requires landlords to be open with tenants and treat them with fairness and respect so that tenants can access services, raise complaints when necessary, influence decision making and hold their landlord to account. This standard incorporates Tenant Satisfaction Measure requirements.

The Transparency, Influence and Accountability Standard required outcomes are listed below. The presence of a Customer Scrutiny Panel in the Governance of an RP assists the delivery of these but particularly 1.3 and 1.5.

1. Required outcomes
  - 1.1 Fairness and respect
    - 1.1.1 Registered providers must treat tenants and prospective tenants with fairness and respect.
  - 1.2 Diverse needs
    - 1.2.1 In relation to the housing and landlord services they provide, registered providers must take action to deliver fair and equitable outcomes for tenants and, where relevant, prospective tenants.
  - 1.3 Engagement with tenants
    - 1.3.1 Registered providers must take tenants' views into account in their decision-making about how landlord services are delivered and communicate how tenants' views have been considered.
  - 1.4 Information about landlord services

- 1.4.1 Registered providers must communicate with tenants and provide information so tenants can use landlord services, understand what to expect from their landlord, and hold their landlord to account.
  
- 1.5 Performance information
  - 1.5.1 Registered providers must collect and provide information to support effective scrutiny by tenants of their landlord's performance in delivering landlord services.
  
- 1.6 Complaints
  - 1.6.1 Registered providers must ensure complaints are addressed fairly, effectively, and promptly.