



The  
**Housing Support Register**  
&  
**CDP SHARP**  
**System User Agreement & Conditions of use**

VERSION 1.0

**Welcome to Bristol City Council's Housing Support Register**

**1. Purpose**

- 1.1 The purpose of this document is to set out the conditions to which each CDPSHarp User must agree.

**2. Your relationship with the Housing Support Register (HSR)**

- 2.1 Bristol City Council has a service known as the Housing Support Register, the purpose of which is to manage the process of referring customers to Housing Services and to manage their nomination and acceptance into these Housing services.
- 2.2 The HSR Service uses a web based software application known as CDPSHarp.
- 2.3 Your use of the CDPSHarp software, and web sites (referred to collectively as the "HSR Service" in this document) is subject to the terms of a legal agreement between you and Bristol City Council (BCC). This document explains how the agreement is made up, and sets out some of the terms of that agreement.

### **3. Terms of use**

3.1 In order to use the HSR Service you agree that:

- 3.1.1 You will not use the HSR Service for any use other than for the referral of customers to the HSR Service and their nomination to and acceptance into Housing Services.
- 3.1.2 You use the HSR Service as part of your role as set out in your Job Description and Contract of Employment. If you misuse the HSR Service you may be liable to disciplinary action or other procedures as set out in your contract of employment or other legal action including prosecution under the Data Protection Act 1998.
- 3.1.3 Permission to use the HSR Service is based on information you provide including your job role and employer and will automatically cease if/when you change your employer or role. In this case you will notify the HSR Service. If appropriate you will be given a new System User details.
- 3.1.4 You will not enter information about a new customer unless you have the informed consent of the customer.
- 3.1.5 You will not access an existing customer's information or amend their information unless either:
  - 3.1.5..1 you are a member of their referring agency (which already has the client's consent), or
  - 3.1.5..2 you have their informed consent

- 3.2 The information you enter about an customer's housing need and risks will be complete and accurate to the best of your knowledge.
- 3.3 The information you enter about the service required by the customer will be based on a professional assessment conducted by you or a written or verbal report about an assessment conducted by another professional. These factors are not subject to the customer's choice.
- 3.4 Where more than one service is identified as meeting the customers needs (based on the data entered), you may refer the customer to those services you or you and the customer believe to be suitable. Where you choose to refer the customer to less than all the services identified as suitable you are advised to discuss with the customer the degree to which this may delay them being offered a service.

### **4. Accepting the Terms**

4.1 You may not use the HSR Services if you do not accept the Terms.

4.2 You can accept the Terms by:

- clicking to accept or agree to the Terms, where this option is made available to you by the HSR Service in the user interface for the Service; or
- by actually using the Services. In this case, you understand and agree that BCC will treat your use of the Services as acceptance of the Terms from that point onwards.

## **5. Accessing the HSR Service by you**

- 5.1 In order to access the HSR Service's web based service, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to the HSR Service will always be accurate, correct and up to date.
- 5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, and generally accepted practices or guidelines.
- 5.3 You agree that you will not engage in any activity that interferes with or disrupts the HSR Services (or the servers and networks which are connected to the Services).
- 5.4 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the HSR Services.
- 5.5 Accordingly, you agree that you will be solely responsible to for all activities that occur under your account and will not allow access to your account by any unauthorised personnel.
- 5.6 If you become aware of any unauthorised use of your password or of your account, you agree to notify the HSR Service immediately at [HSR.admin@bristol.gov.uk](mailto:HSR.admin@bristol.gov.uk)

## **6. Privacy and your personal information**

- 6.1 You must ensure that you have the customers consent to share personal data.
- 6.2 Consent should be gained from the customer and recorded using the form known as the Consent Agreement. Such consent may be withdrawn by the customer at any time.
- 6.3 Personal data must be clearly marked as personal and held securely within the computer system or otherwise physically secure. In both circumstances you should ensure that only appropriate staff can access the data.
- 6.4 You must ensure that information is processed fairly and objectively for each individual. Sufficient and relevant data will be disclosed.
- 6.5 Information must only be used for the purpose for which it was requested and must be securely stored.
- 6.6 Where personal data is no longer required it must be securely destroyed.
- 6.7 You undertake at all times to comply with the Data Protection Act and other legal requirements relating to personal information and confidentiality. Further information about your responsibilities and requirements with regard to information sharing, the Data Protection Act and Freedom of Information Act can be found in the document known as the Data Protection and information sharing agreement.

## **7. Provision of the HSR Services by BCC**

- 7.1 BCC is constantly innovating in order to provide the best possible service for its customers and partners. You acknowledge and agree that the form and nature of the HSR Services which BCC provides may change from time to time without prior notice to you.

## **8. System Requirements**

- 8.1 In order to access the system in the most secure and reliable way your computer should:
  - 8.1.1 Have an internet connection and the browser configured to allow session cookies.
  - 8.1.2 Have the latest operating system service pack.
  - 8.1.3 Be configured to install operating system patches at least every 30 days.
  - 8.1.4 Have anti-virus software installed which is routinely updated at least once a month.
  - 8.1.5 Have anti-spyware/malware software installed which is routinely updated at least once a month.
  - 8.1.6 Have Firewall software installed

## **9. Changes to the Terms**

- 9.1 BCC may make changes to the Terms from time to time. When these changes are made, BCC will make a new copy of the Terms available at x x x xxxx.
- 9.2 You understand and agree that if you use the Services after the date on which the Terms have changed, BCC will treat your use as acceptance of the updated Terms .

## **10. General legal terms**

- 10.1 You agree that BCC may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

## **11. Ending this agreement**

- 11.1 These Terms will continue to apply until terminated by either you or BCC as set out below.
- 11.2 If you want to terminate your legal agreement with BCC for the use of the HSR Service, you may do so by notifying HSR Service at any time.
- 11.3 BCC may at any time, terminate its legal agreement with you if:
  - 11.3.1 you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
  - 11.3.2 BCC is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
  - 11.3.3 the partner with whom BCC offered the HSR Services to you has terminated its relationship with BCC or ceased to offer the Services: or
  - 11.3.4 BCC is transitioning to no longer providing the HSR Services, or
  - 11.3.5 the provision of the Services to you by BCC is, in BCC's opinion, no longer viable.
  - 11.3.6 Nothing in this Section shall affect BCC's rights regarding provision of Services under Section 4 of the Terms.

## Appendix One - Information Sharing Agreement



### Housing Support Register Data protection and Information sharing agreement

The Housing Support Register aims to provide a streamlined, efficient and equitable service that enables people to access supported housing and floating support services. This involves a centralised referral service which requires customers to complete one application form in order to access most of the housing related services.

This agreement is designed to provide common and safe boundaries within which referrers to the Housing Support Register, the City Council as administrators of the Register and Providers of accommodation can request and share information about customers and potential customers. The purpose in doing so is to enable a customer to be referred to the most appropriate housing related service for their needs.

All members must comply with the requirements of the Data Protection Act 1998 (the Act) and must ensure that customers are treated fairly and that their right to confidentiality must be respected. All staff accessing/adding information to the Housing Support Register should be aware of their responsibilities with regard to the Act. All customers must be aware of this agreement prior to the offer of any service. The customer will then have the right to 'opt out' of any agreement if they so wish.

If a customer wishes to have absolute confidentiality between themselves and individual agencies then that is their right. However, they should be made aware that this blocking of information sharing will mean that they cannot be referred to the Housing Support Register and, therefore, will be unable to access any housing related services that are part of the register.

Customers should be advised that in some situations there may be a legal duty to disclose information about them. This would usually be where there are concerns around public safety, child protection or health and education issues.

It is therefore agreed that members of the Housing Support Register (listed separately) can safely share information, in an objective and non-judgemental manner, with each other under the following conditions:

- Where the sharing of such information could bring about as positive outcome for the customer within the aims of the Housing Support Register. Please note that the customer must sign consent for information to be obtained and shared.
- Where the withholding of information might cause a risk to the health and safety of staff or other users of the housing related services.
- Where the customer has health issues and there is a concern for self-neglect or harm which may cause a detrimental effect to either the customer or to others.

The responsibility for ensuring confidentiality and to ensure that shared information is used correctly lies with all members of the Supported Housing Register. Such information should be used to seek a positive outcome for the customer.

Staff should routinely work with customers to provide them copies of their referral information and any assessment they have done as requested by the customer.

Customers may also make a formal request for a copy of all their information or for other information held on the Housing Support Register under the provisions in the Freedom of Information Act 2000 and/or the Data Protection Act 1998. Requests for full copies of their own information are subject to a £10 charge. The request should be forwarded to [hsr.admin@bristol.gov.uk](mailto:hsr.admin@bristol.gov.uk) without delay, so that a timely response can be sent to the customer, and in any event, a response can be sent within the deadlines set by the Freedom of Information Act 2000 and/or the Data Protection Act 1998.

If a customer believes that they may have a cause for complaint about confidentiality/information sharing/inaccurate data, they should make use of the complaints procedure of the agency concerned. All agencies should ensure that their complaints procedure is easily accessible to all customers.

If the complaint is about inaccurate data held by the agency, and the complaint is upheld, the agency concerned should notify the HSR administrator so that amendments can be made to the HSR and notification sent out to other agencies where necessary.