

Appendix 2: Draft Heads of Terms for Careline/Helpline transfer

DRAFT HEADS OF TERMS

CARELINE/HELPLINE TRANSFER

These heads of terms are not exhaustive and are not, nor are they intended to be, legally binding except as specifically set out below.

Parties	1. Tendring District Council (TDC) 2. Colchester Amphora Trading Limited (company number 10799072) (Amphora)* *Amphora is a wholly owned subsidiary of Colchester Commercial (Holdings) Limited (company number 10798878) which is in turn wholly owned by Colchester City Council (CCC). Amphora owns and operates Helpline on behalf of CCC.
Definitions	Careline – the Monitoring, Response and Lifting Service currently provided by TDC to Private Service Users and to TDC Sheltered Housing Tenants and which also provides TDC’s CCTV Monitoring and Out of Hours Service. CCTV Monitoring – monitoring of footage from TDC’s CCTV Provision. CCTV Provision - the CCTV cameras owned and operated by TDC, as set out in Schedule 1. Employees – all individuals employed by TDC who are assigned to Careline. Helpline - the Monitoring, Response and Lifting Service currently provided by Amphora to its Private Service Users and Sheltered Housing Tenants – which also currently provides the Out of Hours call handling service for CCC and Colchester Borough Homes and CCTV Monitoring for the Colchester City area. Out of Hours Service – the handling of telephone calls to TDC outside of its core business hours in order to maintain 24-hour contact with a range of its services and as required to comply with certain statutory obligations. Monitoring, Response and Lifting Service – provision and maintenance of personal alarm equipment and provision of a 24-hour monitoring and response service linked to that equipment

	with the capability for lifting residents from the ground following the event of a fall. Private Service Users – individuals who have a contract with TDC for provision of Careline. Private Service User Contracts – contracts for Careline between TDC and Private Service Users. Service Users – together, Private Service Users and Sheltered Housing Tenants. Sheltered Housing Tenants – individuals who reside in sheltered housing operated by TDC and whose tenancy contract includes provision of Careline. Sheltered Housing Tenant Contracts – contracts for Careline between TDC and Sheltered Housing Tenants. Third Party Contracts – contracts between TDC and third party organisations for Careline to be provided to the service users of that third party. TUPE – the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.
Description	The transfer of Tendring's careline service to Amphora is intended to create a combined Monitoring, Response and Lifting Service for North East Essex that aligns with the aims and objectives of the North East Essex Health and Wellbeing Alliance for an integrated health system approach. Careline Service Transfer: It is proposed that Amphora will acquire the following from TDC under the terms of an asset transfer agreement (Agreement) (the Transfer): 1. Careline, including all Private Service User Contracts and Sheltered Housing Tenant Contracts; 2. The Employees. 3. All equipment used by TDC solely to provide Careline, specifically including all equipment rented to Service Users under the terms of their current contracts with TDC – as agreed between the parties. From completion of the Transfer (Completion) Amphora will provide services directly to the Private Service Users under the

	terms of the Private Service User Contracts which it has acquired from TDC. Supply of Services From Completion, Amphora will provide the following services to TDC, subject to the terms of a separate Services Agreement to be agreed: 1. Careline services to sheltered housing which is operated by TDC. 2. CCTV Monitoring Service – in line with the specification at Schedule 1. 3. Out of Hours Service – in line with the specification at Schedule 2 – until 31 March 2028. Under the Services Agreement, TDC will pay a fee for the services provided. The CCTV Provision will be retained by TDC, but Amphora will be granted access to the CCTV Provision in order to carry out the CCTV Monitoring Service. This will require cabling to be installed at Barnes House, which TDC will pay for in full, but Amphora will manage the process of installation, subject to the terms of the Services Agreement.
Purpose and objectives.	The parties agree that the purpose of the Transfer is to implement the decision of TDC's Cabinet on 21 February 2025, as supported by CCC and Amphora, to create a combined and expanded Monitoring, Response and Lifting Service on the following principle conditions: i) all Private Service User Contracts (of which there are approximately 1,200) will be transferred from TDC to Amphora, with no changes to their terms of conditions, save that Amphora will take over as the provider of the service and Service User's payment obligations will be to Amphora rather than TDC. ii) the sheltered housing schemes operated by TDC will engage Amphora to provide a Monitoring, Response and Lifting Service equivalent to Careline to the Sheltered Housing Tenants. iii) Amphora undertakes to guarantee helpline service coverage to residents across all parts of the Tendring district to ensure that no part of the district is left without access for residents to a paid-for monitoring, response and lifting service;

	iv) that Helpline’s existing average response time of 50 minutes for service users in North East Essex will be maintained by Amphora following Completion and where possible improved upon. v) Amphora will offer coverage to residents in all parts of Tendring – with measures put in place, as necessary, for one or more outposts in locations providing accessibility for all parts of Tendring – and at no ongoing cost or liability to Tendring District Council; and vi) that the Employees will transfer to Amphora in accordance with TUPE .
Milestones	The parties intend to proceed as quickly as possible with the Transfer. The parties will negotiate in good faith with a view to completing the Transfer on 01 August 2025, broadly in accordance with the attached Transition Plan (Schedule 3) and the associated recommendations to be agreed by TDC’s Portfolio Holder for Partnership, as articulated within the covering report (Schedule 7). The Agreement and Services Agreement will be drafted by TDC’s solicitors.
Pre-completion collaboration	Between the decision of TDC’s Cabinet on 21 February 2025 and the date of these heads of terms, the parties have already engaged in constructive and collaborative efforts to prepare for the proposed transfer. These have included, and will continue to include: • collaboration and consultation in respect of any public communications, as well as specific communications to affected Service Users, third-party contractors or other interested parties; • exploring, with relevant software and equipment providers, the feasibility and practical logistics of transferring data relating to Service Users, and customer hardware from systems used by TDC for Careline to those used by Amphora for Helpline – having regard to legislative

	requirements, compatibility of equipment/systems and foreseeable technological advancements; - informal and formal consultation with Employees, including in-group and individual one-to-one meetings in respect of TUPE transfer arrangements, improving understanding of Amphora's Helpline as a service and responding to questions about the expectations of Amphora in respect of working arrangements; - sharing information on the extent to which Service Users will require upgrading of equipment either from analogue to digital, or from digital 2G to digital 4G and the cost and logistics of achieving that in a smooth and timely fashion as appropriate, either before or after the Transfer Date; and - TDC and Amphora on 23 June 2025 have jointly notified all Service Users and their recorded next of kin or other named contact of the intention to transfer the provision of their current Careline Service provided by 01 August 2025 to the Helpline service provided by Amphora using the agreed letter wording (attached at Schedule 4). For the date of notification to be referred to as the 'Notification Date'.
Data Sharing/Data Transfer	In line with the data sharing agreement (attached at Schedule 6) for all contact information and data held by TDC in relation to the Service Users to be extracted from TDC's UMO system and transferred to Amphora's JonTek system. For the associated data in respect of billing arrangements to be provided to Amphora and Colchester City Council for the purpose of future billing. For the date of this data transfer to be referred to as the 'Data Transfer Date'. For TDC to pay the sum of £7,000 to Amphora to cover the cost of the JonTek data import on the Data Transfer Date unless alternative means of completing the data import, agreed separately by the parties, have been used. For a copy of all Service User records to be retained by TDC on its systems for a period of 2 years from the Transfer Date . For data pertaining to Service Users notifying TDC of their wish to opt out of the 'Careline/Helpline Transfer' to be deleted from Colchester's JonTek system on the Transfer Date but for it be retained, on Tendring District Council's systems for 2 years.

	For the Service User data to be accessed and used by Amphora for the purpose of providing interim support up to the Transfer Date and for providing the expanded Helpline service to those Service Users from the date of Completion. For Amphora to serve, on their existing terms and conditions, the Service Users transferred to the JonTek system from the date of Completion.
Warranties and Indemnities	Under the Agreement , TDC will not provide any warranties other than warranties relating to title. No indemnities will be given by TDC.
Contracts	All contracts relating to Careline shall be assigned to Amphora so far as possible. Where an assignment is not possible, TDC shall make arrangements to enable the full benefit of those contracts to be made available to Amphora. Amphora shall perform the contracts to be assumed by it in respect of the period from Completion. TDC, in line with the 17 April 2025 decision of the Portfolio Holder for Partnerships, has served notice (between 29 April and 22 May 2025 to terminate all contracts with Third-Party Organisations, which relate solely to the provision of Careline. All such contracts will terminate by no later than 25 August 2025. In the event that any contracts with Third-Party Organisations remain in force on and beyond Completion, TDC will notify those Third-Party Organisations and inform them that following Completion, services under their contracts will be provided by Amphora.
Prepayments	All items of receipt and expenditure, pre-payments and accruals (other than those relating to an asset or liability excluded from the transfer will be apportioned and, will be paid by or to the Seller within 30 calendar days of their determination.
Barnes House	The parties will enter into a licence agreement in respect of Barnes House – a copy of the agreed form of the Licence is at Schedule 7.
Digitisation and Upgrade to Service User Devices	TDC will pay the sum of £145,000 as a ' Financial Contribution to Digitisation Payment ' to Amphora on the Transfer Date.

	For Amphora to utilise the Financial Contribution to Digitisation for the sole purposes of upgrading service-users' devices from analogue or 2G digital to 4G digital – to meet the cost of acquisition, installation and replacement/upgrading. For Amphora to report to TDC on 1 January 2026, 1 April 2026 and 1 January 2027 how funds from the Financial Contribution to Digitisation Payment have been spent and utilised for the above purposes. In the event that any amount of the Contribution to Digitisation Payment remains unspent on 1 January 2027, Amphora is to pay that outstanding amount to TDC on or before 1 April 2027.
Transfer of employees	TDC and Amphora will continue formal information and consultation processes with affected employees of both TDC and Amphora with regards to the proposed TUPE transfer of the Employees to Amphora. To enable final consultations to be carried out with affected employees of TDC, Amphora confirmed on 2 July 2025 the detailed terms of measures it proposes to make in relation to the Employee's terms and conditions of employment post-transfer. TDC has provided Employee Liability Information (ELI) to Amphora and Colchester City Council. The TUPE transfer will take place on the date of Completion. TDC will to pay a 'Disturbance Travel Allowance Financial Contribution' (amount to be agreed) to CCC on the Transfer Date and that sum will be administered by CCC for the payment of a monthly allowance to the Employees as specified within the agreed detailed terms of the TUPE transfer.
Interim staff resource measures	For the period from the date of these heads of terms up to and including the Transfer Date, TDC will be able to call upon the assistance of Amphora as and when required to help address periods of staff-shortage in respect of physical response to Careline calls. For any assistance from Amphora to be charged to TDC with any final invoice issued on the Transfer Date and payment completed on or before 31 September 2025.
Costs	This section is legally binding.

	Each party shall pay its own costs and expenses incurred in connection with the Proposed Transaction whether or not it proceeds to Completion, including (without limitation), relating to the preparation, negotiation and execution of these heads of terms, the Agreement, the Services Agreement and any other documents relevant to the transfer of services from TDC to Amphora.
Governing Law and Third Party Rights	This section is legally binding. These heads of terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Amphora and TDC irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these heads of terms or their subject matter or formation. No one other than a party to these heads of terms shall have any right to enforce any of its terms.

Please sign and return the enclosed copy of these heads of terms as soon as possible to confirm your agreement to the above.

Signed by a director	)	
for and on behalf of	)	
COLCHESTER AMPHORA TRADING LIMITED:	)	Signature of director

Signed by authorised Officer	)	
for and on behalf of	)	
TENDRING DISTRICT COUNCIL	)	Signature of authorised Officer

SCHEDULES:

SCHEDULE 1 – CCTV MONITORING SPECIFICATION SCHEDULE 2 – OUT OF HOURS
SERVICE SPECIFICATION

SCHEDULE 3 – TRANSITION PLAN

SCHEDULE 4– AGREED FORM LETTER TO SERVICE USERS

SCHEDULE 5 – DATA SHARING AGREEMENT

SCHEDULE 6 – BARNES HOUSE LICENCE

SCHEDULE 7 – JULY 2025 COVERING REPORT OF TENDRING DISTRICT COUNCIL'S
CORPORATE DIRECTOR – PLANNING AND COMMUNITY TO THE PORTFOLIO
HOLDER FOR PARTNERSHIPS

SCHEDULE 8 – LETTER OF SUPPORT FROM COLCHESTER CITY COUNCIL