

NOTICE OF MEETING

URGENT DECISIONS

Friday, 19th March, 2021, 10.15 am

Members: Councillors Emine Ibrahim

- 1. APOLOGIES FOR ABSENCE**
- 2. DECLARATIONS OF INTEREST**

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

(i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and

(ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

- 3. GRANT FUNDING TO DEVELOP SUPPORTED HOUSING FOR PEOPLE AT RISK OF ROUGH SLEEPING (PAGES 1 - 102)**

Please be advised that the Chair of Overview and Scrutiny has further agreed that the call-in procedure shall not apply to this urgent decision. This is because the decision is urgent and any delay in implementation caused by the call-in procedure would seriously prejudice the Council's or the public's interests due to the fact that it could result in the Council losing £2,035,000 in capital funding from the GLA's Rough Sleeping Accommodation Programme, which it needs to deliver 39 homes for single vulnerable people, 33 at the Ermine Road site that was granted planning permission on Monday 8 March. The Chair of Overview and Scrutiny Committee has agreed that the decision is both reasonable in all circumstances, and that it should be treated as a matter of urgency. This is in accordance with Part 4, Section H, and Paragraph 18 (a) and (b) of the Council Constitution.

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John Jones
Monitoring Officer (Interim)
River Park House, 225 High Road, Wood Green, N22 8HQ

Thursday, 18 March 2021

Report for: **Cabinet Member signing**

Title: **Grant funding to develop supported housing for people at risk of rough sleeping**

Report

Authorised by: **David Joyce, Director of Housing, Regeneration and Planning**

Lead Officer: **Robbie Erbmman, Assistant Director of Housing**

Ward(s) affected: **All**

Report for Key/

Non Key Decision: **Key Decision**

1. Describe the issue under consideration

1.1. This report recommends that the Cabinet Member for Housing and Estate Renewal agrees to accept grant funding being made available to the Council as part of the Greater London Authority's Rough Sleeping Accommodation Programme in order to develop bespoke supported housing for people at risk of rough sleeping.

2. Recommendations

2.1. It is recommended that the Cabinet Member for Housing and Estate Renewal:

- 2.1.1. Approves receipt from the GLA of £2,035,000 in capital funding to the Council through the Rough Sleeping Accommodation Programme.
- 2.1.2. Approves that the grant sum is added to the HRA capital programme.
- 2.1.3. Delegates the detail of negotiating and entering into contract with the GLA in relation to this grant to the Director of Housing, Regeneration and Planning after consultation with the Director of Finance and the Cabinet Member for Housing and Estate Renewal.

3. Reasons for decisions

3.1. The grant will enable the Council to provide 37 vulnerable people with high quality homes.

3.2. In so doing, it will save the Council money currently spent accommodating those people in hostel and emergency accommodation.

4. Alternative options considered

4.1. **The Council could refuse the offer of grant from the GLA.** This option was rejected because it would undermine the Council's strategic aims and cost the Council additional money.

5. Background information

5.1. The Mayor of London's £93.4m Rough Sleeping Accommodation Programme (RSAP) aims to deliver 900 longer term homes with support for rough sleepers by spring 2021.

- 5.2. The objectives of the programme are:
- to ensure that as few people as possible return to the streets from emergency accommodation put in place during COVID-19.
 - to continue to ensure a response to those who remain or arrive on the streets who are at risk of Covid-19
 - to ensure longer-term accommodation and support solutions for those already in a rough sleeping pathway – enabling them to move on to independent living
 - to free up spaces in hostels so that supported accommodation is available for those that need it.
- 5.3. The Council made a successful bid to the RSAP for proposals to deliver 37 new-build modular homes for people at risk of sleeping rough alongside support for each of the tenants.
- 5.4. Alongside the capital grant under consideration here for the delivery of those 37 homes, the Council has already accepted the offer of £1,215,376 in revenue funding from the GLA to provide support to the tenants.
- 5.5. 33 homes will be provided on Council-owned land in Seven Sisters ward located to the north of Ermine Road. These will be high quality one-bedroom modular homes in line with planning consent HGY/2020/2794 granted on 8 March 2021 to use the land for this purpose for a period of seven years.
- 5.6. The land at Ermine Road is held in the HRA. However it is not suitable in planning terms for permanent development and lends itself to ‘meanwhile’ use. Cabinet included the land at Ermine Road in the Council’s housing delivery programme on 9 July 2019.
- 5.7. The four remaining homes will be delivered in due course at another Council site – work is ongoing in discussion with the GLA around that.
- 5.8. The contract must be entered into by 31 March 2021 in order to secure this RSAP allocation.
- 5.9. The grant is for a phased scheme to be claimed in tranches.
- 5.10. The conditions of the grant are non-negotiable and have been approved by the Council’s Legal Team.
- 5.11. All funding under this Agreement is: (a) social housing assistance as defined in Section 32(13) of the HRA 2008; and (b) subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions and the provisions of Condition 13 represent the events and principles determined by the GLA for the purposes of Sections 31-34 of the HRA 2008;
- 5.12. Homes funded through RSAP must be let at defined Benchmark Rent Levels. For 2020/2021 Benchmark Rent Level for a one bedroom being £159.32.

- 5.13. Details of the grant's conditions including those relating to property standards, tenure, outputs, and monitoring can be found in the contract attached here as Appendix 1.

6. Contribution to strategic outcomes

- 6.1. Accepting this grant will help to enable the Council to deliver new Council homes, including supported housing. This supports the 2019-2023 Borough Plan, which has as its first priority a safe, stable and affordable home for everyone, whatever their circumstances. Outcome 1 of that housing priority in the Borough Plan states "*we will work together to deliver the new homes Haringey needs, especially new affordable homes*", with specific objectives to "*deliver 1,000 new Council homes at Council rents by 2022*" and to "*secure the delivery of supported housing that meets the needs of older, disabled and vulnerable people in the borough*".

7. Statutory officer comments

7.1 Finance

- 7.1.1 The report for award of contract for the construction of the modular units at Ermine road was approved in August 2020. The approved cost of construction was £3.05m (including fees and contingency) for 39 units.

- 7.1.2 This report seeks approval to receive and enter into grant agreement with GLA for a capital grant of £2.04m towards this scheme. This will be a contribution to the capital cost of these units in the HRA.

- 7.1.3 This grant contribution will be matched from the HRA budget and there is provision in the HRA temporary homes acquisition budget for this.

- 7.1.4 The council has previously accepted an offer of £1.22m in revenue funding from the GLA to provide support to the tenants. So, this represents the capital part of the grant already received.

- 7.1.5 This project has been assessed under the HRA-CBS viability model and this project is viable.

7.2 Legal

- 7.2.1 The Head of Legal and Governance has been consulted in the preparation of the report.

- 7.2.2 Pursuant to Contract Standing Order 16.02 and Contract Standing Order 17.1 a Cabinet Member has authority to approve the recommendations in the report.

- 7.2.3 The Head of Legal and Governance sees no legal reasons preventing the Cabinet Member for Housing and Estate Renewal from approving the recommendations in the report.

7.4 Procurement

7.4.1 Strategic Procurement note the contents of this report.

7.5 Equalities

7.5.1 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

7.5.2 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

7.5.3 The proposed decision is to approve the grant funding which is being made available to the Council as part of the Greater London Authority's Rough Sleeping Accommodation Programme to develop bespoke supported housing for people at risk of rough sleeping. The objective of this decision is to mitigate the impact of Covid-19 on Haringey residents who are rough sleeping or at imminent risk of rough sleeping.

7.5.4 The decision will affect vulnerable residents who have been identified as rough sleeping or at imminent risk of rough sleeping. We know that since the lockdown homelessness has increased, and Haringey residents on lower incomes, LGBT young people, ethnic minority communities, and lone parents are likely to have faced challenges associated with housing on a disproportionate scale and will likely be among those overrepresented as affected by this decision. Notably, Haringey's homeless population are exceptionally vulnerable to Covid-19. The proposed decision, therefore, represents a measure to meet the needs of people with protected characteristics and therefore mitigate any new inequalities arising as a result of the impact of Covid-19. This decision will help the Council to meet its equalities duties and address known inequalities affecting individuals with protected characteristics, particularly relating to age, and disability. No negative consequences are identified for those who identify with one or more protected characteristics; accordingly, the decision represents progress to eliminate discrimination and advance equality of opportunity.

8. Use of appendices

Appendix 1 – RSAP Modular Housing Capital Funding Agreement

9. Local Government (Access to Information) Act 1985

Not applicable



dated

2021

Greater London Authority

and

[Grant Recipient]

Rough Sleeping Accommodation Programme – Capital Grant Agreement (Local Authority) – Template B (Modular Housing)

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Grant Agreement

dated

Parties

- (1) **Greater London Authority**, of City Hall, The Queen's Walk, More, London SE1 2AA (the **GLA**); and
- (2) **[XXX]** whose registered office is at **[XXX]** (the **Grant Recipient**).

Introduction

- (A) The Localism Act 2011 devolved the housing and regeneration functions of the Homes and Communities Agency (now known as Homes England) in London to the GLA.
- (B) The Grant Recipient has submitted a bid to the GLA for grant funding to assist the Grant Recipient in meeting the capital costs of the delivery of modular homes to accommodate individuals in the Target Client Group.
- (C) The GLA has agreed to advance grant funding to the Grant Recipient pursuant to the GLA's Rough Sleeping Accommodation Programme to facilitate the delivery of certain affordable housing projects subject to and in accordance with the terms of this Agreement.
- (D) Capital grant paid by the GLA to the Grant Recipient pursuant to this Agreement is social housing assistance as defined in Section 32(13) of the Housing and Regeneration Act 2008.
- (E) The purpose of the grant provided under this Agreement is to fund affordable housing which will be owned and operated by a local authority and the parties have entered into this Agreement on the basis that no Subsidy therefore arises.
- (F) The purpose of the grant provided under this Agreement is to fund affordable housing which will be owned and operated by a local authority and the parties have entered into this Agreement on the basis that no Subsidy therefore arises.

1 Definitions and interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

Acceptance Date means the date upon which the GLA accepts a New Named Project as a Named Project pursuant to Condition 7.3;

Acquisition Date means the date on which the Grant Recipient acquires a Secure Legal Interest in a Named Project (where applicable);

Actual Project Costs means the amount of Project Costs actually incurred by the Grant Recipient in the Site acquisition and/or Delivery of the RSAP Dwellings comprised in each Named Project as such amount is warranted and certified by the Grant Recipient pursuant to Condition 10.2.3;

Additional Indicative Project means an indicative project for the expected delivery of Modular Dwellings as RSAP Housing proposed by the Grant Recipient under Condition 17 in addition to those Indicative Projects comprised within the Original Approved Bid;

Additional Named Project means a project for the delivery of Modular Dwellings as RSAP Housing proposed by the Grant Recipient under Condition 17 in addition to those projects comprised within the Original Approved Bid;

Additional Project means an Additional Named Project or an Additional Indicative Project (as applicable);

Additional Project Acceptance Date means the date upon which the GLA confirms acceptance of an Additional Project pursuant to Condition 17.3;

Affordable Housing Capital Funding Guide means the guide of that name published on www.london.gov.uk/CFG or any successor guide so published subject to such amendments variations or updates to the same as may be published from time to time;

Affordable Rent means a rent to be assessed and set in accordance with the applicable requirements of Legislation and the Rent Standard which represents the lower of:

- (a) eighty per centum (80%) of the market rent (inclusive of service charges) for an equivalent property of the relevant size and location located in the Broad Market Rental Area in which the relevant RSAP Dwelling is located; or
- (b) the relevant Local Housing Allowance figure for an equivalent property located in the Broad Market Rental Area in which the relevant RSAP Dwelling is located

(unless the relevant RSAP Dwelling qualifies as Exempt Accommodation in which case the above limb (a) shall apply)

Affordable Rent Level means a rent which does not exceed an Affordable Rent;

Agreed Purposes means the tenure for which each of the RSAP Dwellings is to be used as such tenures (including the relevant rent levels) are described in the Named Project Details;

Agreement means this RSAP grant agreement(including its Schedules, Annexures and Appendices (if any));

Allocated Grant means £[XXX], being the maximum amount of grant payable by the GLA to the Grant Recipient in respect of the Approved Bid (as the same may be amended from time to time in accordance with the terms of this Agreement);

Alternative Nominating Body means a body other than Clearing House which meets the description set out in limb (b) of the definition of Nominating Body;

Alternative Site a site in London identified to the GLA, either in the Site Pipeline Plan or by such other means the GLA may require, as an area of land, on which the Grant Recipient proposes to deliver the RSAP Dwellings (instead of on the Site) or re-locate one or more RSAP Dwellings;

Alternative Tenancy Support Service Agreement means a new Tenancy Support Services Agreement or updated Tenancy Support Specification (with a Tenancy Support Services Provider approved by the GLA) in a form acceptable to the GLA which does not disrupt the provision of Tenancy Support Services for the relevant Tenant(s);

Approved Bid means the aggregate of the Named Projects and Indicative Projects (if any) accepted by the GLA in OPS in accordance with this Agreement (as the same may be amended, added to, supplemented, substituted or varied in accordance with the terms of this Agreement);

Available means that with respect to the relevant Site:

- (a) the Grant Recipient has a Secure Legal Interest and vacant possession of the Site;
- (b) the legal title of the Site does not contain any restrictions or covenants which would adversely affect delivery of the Named Project on the basis required by this Agreement; and
- (c) no remediation works are required on the Site;

Benchmark Rent Levels means the rent levels set out below as the same are updated and increased for each successive Financial Year in accordance with Condition 2.5:

Number of bedrooms	2020/2021 Benchmark Rent Level (weekly rent, exclusive of service charges)
Bedsit and one bedroom	£159.32
Two bedrooms	£168.67
Three bedrooms	£178.05
Four bedrooms	£187.42
Five bedrooms	£196.78
Six or more bedrooms	£206.15

Benefit Cap means the amount of benefit to which the Tenant is entitled pursuant to part 8A of the Housing Benefit Regulations 2006;

Bidding Prospectus means the "The Mayor's Life off the Streets programme Rough Sleeping Accommodation Programme prospectus" dated 17 July 2020 and any updates published or issued from time to time in relation thereto;

Broad Market Rental Area has the meaning specified in paragraph 4 of Schedule 3B to the Rent Officers (Housing Benefit Functions) Order 1997, or article 3 of the Rent Officers (Universal Credit Functions) Order 2013 as appropriate;

Business Day means any day other than a Saturday, Sunday or a statutory Bank Holiday in England;

Capital Grant has the meaning set out in the Recovery Determination;

Capital Grant Recoverable means such amount of Capital Grant and interest thereon as the GLA is entitled to recover under the Recovery Determination;

CDM Regulations means the Construction (Design and Management) Regulations 2015 S.I. No. 2015/51;

CEDR means the Centre for Effective Dispute Resolution;

Clearing House means the centralised assessment and referral agency known as "Clearing House";

Clearing House Policies means the policies of Clearing House which the GLA has identified and approved which have been notified to the Grant Recipient and which are applicable to a Service Level Agreement (as such policies may be updated, amended or varied from time to time);

Committed Number has the meaning ascribed to it in limb (b) of the definition of "Indicative Projects";

Completion means that stage in the execution of a Named Project when the RSAP Dwellings have been Installed on the Site in accordance with the terms of the relevant Manufacturing Contract(s) and/or the terms of this Agreement such that the RSAP Dwellings comprised within the Named Project are fit for beneficial occupation as a residential development in accordance with applicable NHBC or equivalent requirements current at the date of inspection subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Named Project and which would be reasonable to include in a snagging list, and **Complete** shall be construed accordingly;

Compliance Audit means the procedure (in a form advised by the GLA from time to time) by which an auditor independent of the Grant Recipient certifies whether the Named Projects delivered pursuant to this Agreement satisfy the GLA's procedural compliance requirements (as described in the Affordable Housing Capital Funding Guide);

Compliance Checklist means a document in the form identified as the "GLA Resident Ballot Compliance Checklist" in Section 8.5.19 of the Affordable Housing Capital Funding Guide (subject to such amendments, variations or updates to the same as the GLA may make from time to time) completed (such that each response to the questions posed in the Compliance Checklist is in the affirmative) and signed by the Grant Recipient, counter-signed by the Independent Body and in a form satisfactory to the GLA;

Condition Precedent means receipt by the GLA of the Legal Opinion;

Confidential Information means in respect of the GLA all information relating to the GLA's business and affairs, its employees, suppliers including OPS systems, data and software programs and otherwise relating to the existence or terms of this Agreement in

respect of which the Grant Recipient becomes aware in its capacity as a party to this Agreement or which is received by the Grant Recipient in relation to this Agreement from either the GLA or any of its advisers or from any third party if the information was obtained by that third party directly or indirectly from the GLA or any of its advisors in whatever form in either case (including information given orally and any document electronic file or other means of recording or representing information which includes derives or is copied from such information) and in the case of the Grant Recipient means such specific information as the Grant Recipient shall have identified to the GLA in writing prior to the date hereof as confidential information for the purposes of this Agreement;

Consents means any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any Relevant Authority;

CORE means the national information source "Continuous Recording" that records information on new occupiers of affordable housing and the properties they rent or buy;

Data Controller has the meaning ascribed to it in the Data Protection Legislation;

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018 and any other relevant national laws implementing, supplementing or relating to the derogation from the GDPR, and any formal guidance or Codes of Conduct issued by the Information Commissioner (or other competent authority) in each case as amended, superseded or replaced from time to time;

Default Event has the meaning given to it in Condition 5.1;

Delivery means the procurement of any Works and the acquisition and Installation of the RSAP Dwellings and **Delivered** shall be construed accordingly;

Direction means a direction made by the Secretary of State under Section 15 of the Local Government Act 1999;

Disposal means other than a Permitted Disposal, a transaction the effect of which is that the legal or beneficial title in any RSAP Dwelling or property comprised in a Named Project or Site (as the case may be) transfers or becomes vested in or is leased to or reverts to another person;

Disposal Notification means a written notification addressed to GLA which identifies:

- (a) the nature of the Disposal;
- (b) the number and address of the RSAP Dwelling and/or other property comprised within the Disposal;
- (c) the disponent;
- (d) whether the disposal will occur before or after the expiry of the Minimum Period of Use for each RSAP Dwelling comprised in the Disposal (and such evidence as the GLA may require to verify this);
- (e) the amount of Named Project Grant allowed to the RSAP Dwelling or property comprised within the Disposal and the quantum of such grant

which is either proposed to be applied towards a Substitute Project or which the Grant Recipient will repay to the GLA; and

EIR means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such statutory instrument;

EIR Exemption means any applicable exemption to EIR;

Eligible Tenant means a Tenant who falls within the Target Client Group;

Estate Regeneration Default means any of the events or circumstances set out in Conditions 5.1.17 to 5.1.19 (inclusive) has occurred;

Estate Regeneration Funding Condition means the obligations set out in Condition 8.2;

Estate Regeneration Project means a Named Project which in whole or in part comprises or entails regeneration or another arrangement which satisfies the description of a Strategic Estate Regeneration Project set out in Section 8.3 of the Affordable Housing Capital Funding Guide;

Estate Regeneration Requirement means the obligations set out in Condition 8.2 and/or Condition 8.6.12;

Exempt Accommodation has the meaning attributed to it in para 4(10), of Schedule 3 to the Housing Benefit and Council Tax Benefit (Consequential Provisions) Regulations 2006;

Exemption means an exemption to the Resident Ballot Requirement agreed by the GLA pursuant to Section 8.6 of the Affordable Housing Capital Funding Guide (subject to such amendments, variations or updates to the same as the GLA may make from time to time);

Exemption Certificate means a certificate identified as an "Exemption Certificate" on GLA letter headed paper and signed by a senior officer of the GLA which confirms that the delivery of the Named Project is subject to an Exemption;

Exemption Evidence means written evidence from the relevant local authority in a form acceptable to the GLA that the relevant RSAP Dwelling is Exempt Accommodation;

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exemptions;

Expiry Date means the date on which the then current Tenant will have occupied a RSAP Dwelling for a continuous period of three years;

Financial Year means from the date of this Agreement to the next 31 March and thereafter from 1 April to 31 March in each year until the termination of this Agreement;

First Claim Stage means in relation to a Named Project:

- (a) the Start on Site Date; or
- (b) such other date as the GLA may have accepted in OPS;

First Let means a RSAP Dwelling which has not previously been let as RSAP Housing;

First Tranche Grant means subject to Condition 7.6 such sum as is equivalent to 75% (seventy five per centum) of the Named Project Grant, or such other percentage agreed by the GLA in the Named Project Details (where relevant);

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

FOIA Exemption means any applicable exemption to FOIA;

GLA Group means the Greater London Authority, any Functional Body of the Greater London Authority as defined by the Greater London Authority Act 1999 (as amended from time to time) and subsidiaries thereof;

GLA's Representative means such person or persons as the GLA may nominate to act as its representative from time to time;

Good Practice Guide to Estate Regeneration means the guidance entitled Better Homes for Local People – the Mayor's Good Practice Guide to Estate Regeneration published by the GLA in February 2018;

Grant Recipient Notifications has the meaning attributed to in Condition 14.1;

Grant Recipient Party means:

- (a) the Grant Recipient, any Manufacturing Contractor, any member of the Professional Team, agent, employee or Subcontractor of the Grant Recipient and the Grant Recipient's Representative; or
- (b) any subsidiary, associate or joint venture in which a local authority has a material interest sufficient to require group financial statements to be prepared which account for these interests, in accordance with CIPFA's Code of Practice on Local Authority Accounting in the United Kingdom 2017/18 (as amended or updated) which is the Statement of Recommended Practice on local authority accounting or any code or other document which replaced it as the Statement of Recommended Practice; or
- (c) any subsidiary (which, for the avoidance of doubt, does not include a joint venture) in which a local authority, either itself or through another entity:
 - i holds a majority of the voting rights; or
 - ii is a member and has the right to appoint or remove a majority of its board of directors or trustees; or
 - iii is a member and unilaterally controls alone, pursuant to an agreement with other members, a majority of the voting rights;

Grant Recipient's Representative means the Grant Recipient's Development Director or such other person agreed by the GLA to act as the Grant Recipient's representative from time to time for the purposes of this Agreement;

Guidance means any applicable guidance standards codes of conduct or directions with which a Registered Provider is from time to time required or expected to comply by the GLA, the Regulator and/or the Ministry for Communities and Local Government in relation to the RSAP Dwelling;

HRA 2008 means the Housing and Regeneration Act 2008;

HS Act means the Health and Safety at Work etc. Act 1974;

Independent Body means an entity which is independent to the Grant Recipient and has been appointed in accordance with the principles set out in Section 8.5.2 of the Affordable Housing Capital Funding Guide;

Indicative Allocation means such part of the Allocated Grant attributed to the Indicative Projects in OPS;

Indicative Dwelling means a prospective RSAP Dwelling comprised within an Indicative Project;

Indicative Dwelling Allocation means the quantum of the Indicative Allocation which is attributed on OPS to the relevant Indicative Dwelling;

Indicative Dwelling Breach means the Grant Recipient is in breach of Condition 6.3 which affects one or more Indicative Dwellings;

Indicative Projects means the Grant Recipient's proposals for the development of a specified number of RSAP Dwellings as set out in OPS including details of:

- (a) the Financial Year in which such dwellings will achieve Start on Site (**SoS Year**) and Completion; and
- (b) the number (by tenure) of such dwellings to achieve Start on Site (the **Committed Number**);

Information has the meaning in relation to:

- (a) the FOIA, given under Section 84 of the FOIA and which is held by the GLA or the Grant Recipient (as appropriate) at the time of receipt of an RFI; and
- (b) EIR, given under the definition of environmental information in Section 2 of the EIR and which is held by the GLA or Grant Recipient (as appropriate) at the time of receipt of an RFI;

Information Commissioner has the meaning set out in the Data Protection Legislation;

Installation means the delivery and installation of the RSAP Dwellings (such that, where applicable, all utilities and services are capable of immediate connection to such RSAP Dwellings) at the Site in accordance with the Manufacturing Contract(s) and **Installed** shall be construed accordingly;

Intellectual Property Rights shall include without limitation all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

Investment Partner means a Registered Provider which has been confirmed by the GLA as having "Investment Partner Status" under the GLA's Investment Partner qualification procedure;

Landlord Offer means the offer identified by that name and more particularly described in Sections 8.5.11 to 8.5.16 of the Affordable Housing Capital Funding Guide which is in the form issued to GLA pursuant to Section 8.5.14 of the Affordable Housing Capital Funding Guide and which is the subject of the confirmations provided by the Grant Recipient and the Independent Body in the Compliance Checklist;

Legal Opinion a legal opinion in the form set out in Schedule 4 given by the Grant Recipient's solicitor and dated prior to the date hereof;

Law means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate Legislation or notice of any Regulatory Body;

Legislation means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative;
- (d) any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972;
- (e) in each case in the United Kingdom; and
- (f) any regulations, orders, bye-laws or codes of practice of any local or statutory or EU competent authority or United Kingdom competent authority (as the case may be) having jurisdiction over the territory in which the Named Project is situated.

Local Housing Allowance means an allowance determined in accordance with article 4B and Schedule 3B of Schedule 3B to the Rent Officers (Housing Benefit Functions) Order 1997, or article 4 and Schedule 1 to the Rent Officers (Universal Credit Functions) Order 2013, as appropriate;

London Affordable Rent means either:

- (a) a weekly rent which does not exceed the Benchmark Rent Level (exclusive of service charges); or
- (b) an Affordable Rent,

for an equivalent property of the relevant size and number of bedrooms such rent to be assessed and set in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide, Legislation, the Rent Standard and any other relevant guidance issued by the Regulator (as any of the same may be amended, replaced or updated from time to time);

London Living Wage means the basic hourly wage of £10.75 (before tax, other deductions and any increase for overtime) as may be updated from time to time by the Resolution Foundation, overseen by the Living Wage Commission, or any successor body carrying out the relevant calculation;

London Plan means the document entitled "The London Plan – Intend to Publish - Spatial Development Strategy for Greater London" published by the GLA in December 2019 (as the same may be amended, varied, updated or replaced from time to time);

Manufacturing Contract(s) means a contract or contracts entered into between the Grant Recipient and a Manufacturing Contractor relating to the manufacture, supply and Installation of each RSAP Dwelling comprised within a Named Project;

Manufacturing Contractor means a Manufacturing Contractor appointed or to be appointed by the Grant Recipient and from whom the Grant Recipient will procure the manufacture, supply and/or Installation of the RSAP Dwellings comprised within a Named Project;

Material Adverse Effect means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Grant Recipient to deliver or procure the delivery of the Approved Bid or a Named Project (as the context requires) in accordance with this Agreement;

Milestone means each stage in the delivery of the Named Project agreed by the GLA and Grant Recipient and set out in the Named Project Details (including as a minimum the Acquisition Date, Start on Site Date, Planning Approval Date and a Named Project Completion Date);

Milestone Date means the date set out in the Named Project Details by which the relevant Milestone must have been achieved (as the same may be varied by the GLA pursuant to Condition 9.1);

Milestone Extension Events means any of the following:

- (a) exceptionally adverse weather conditions;
- (b) delay in receipt of any necessary permission or approval of any statutory body which the Grant Recipient has taken all practicable steps to avoid or reduce;

- (c) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of any repair or maintenance works necessary to the delivery of the Named Project in accordance with the Submitted Standards by restricting the availability or use of labour which is essential to the proper carrying out of such works or preventing access to such goods or materials as are essential to the proper carrying out of such works;
- (d) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (e) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (f) failure by any statutory undertaker, utility company or other like body to carry out works or provide services;
- (g) any accidental loss or damage to the development or any roads servicing it;
- (h) any failure or shortage of power, fuel or transport;
- (i) any blockade or embargo;
- (j) any:
 - i official or unofficial strike;
 - ii lockout;
 - iii go-slow; or
 - iv other dispute,generally affecting the house building industry or a significant sector of it;
- (k) the appointment of a Manufacturing Contractor under a Manufacturing Contract has been terminated or a Manufacturing Contract has been terminated; or
- (l) any material failure by a Manufacturing Contractor under the terms of a Manufacturing Contract which has the direct result of delaying the Grant Recipient's compliance with a Milestone Date and which did not result from the Grant Recipient's failure effectively to manage the relevant Manufacturing Contract(s);
- (m) any impediment, prevention or default, whether by act or omission by the GLA except to the extent caused or contributed to by any default, whether by act or omission, of the Grant Recipient;

unless:

- A any of the events arises (directly or indirectly) as a result of any wilful default or wilful act of the Grant Recipient or any of its subcontractors; or
- B in respect of the event referred to in (f) above, such event arises as a result of any failure by the Grant Recipient (whether wilful or otherwise) to notify the relevant statutory undertaker or utility company of the requirement for works or services to be completed by the date required to enable the Grant Recipient to complete the Named Project by the Named Project Completion Date;

Milestone Failure means a failure by the Grant Recipient fully to achieve any Milestone by the relevant Milestone Date;

Minimum Period of Use means the number of calendar years identified in the Named Project Details during which any RSAP Dwelling comprised in a Named Project must (subject to any substitution agreed pursuant to Condition 15) be used for the Agreed Purposes and be let to a person who falls within the Target Client Group, such period to be no less than 3 consecutive calendar years (unless otherwise agreed by the GLA in its absolute discretion) and to be calculated from date of Completion (which must not be later than the Named Project Completion Date) as identified in the Named Project Details;

Minimum Period of Use Breach means either:

- (a) the circumstances in Condition 15.8 apply; or
- (b) the GLA has determined that the Grant Recipient has failed to achieve the Minimum Period of Use for any RSAP Dwelling;

Minimum Period of Use Termination Event means this Agreement is or could be terminated in relation to one or more particular RSAP Dwellings pursuant to Condition 5.4.4 or 5.4.5;

Minimum Property Standards means the standards described in Schedule 1;

Modular Dwelling means a factory manufactured residential housing unit designed for use by the Target Client Group;

Named Project means each project for the delivery of:

- (a) a single RSAP Dwelling; or
- (b) multiple RSAP Dwellings,

to accommodate individuals from the Target Client Group as detailed in the Named Project Details and accepted by the GLA as a Named Project pursuant to Condition 7.3 or 17.3;

Named Project Completion Date means the date set out in the Named Project Delivery Timetable by which Completion must have been achieved (and is achieved);

Named Project Delivery Timetable means the timetable for the delivery of the Named Project as set out in the Named Project Details and agreed by the GLA through OPS;

Named Project Details means the descriptive and other details in respect of each Named Project as accepted by the GLA through OPS (as the same may be varied from time to time in accordance with the terms of this Agreement);

Named Project Grant means the amount of grant payable by the GLA in respect of a Named Project as set out in the relevant Named Project Details;

Named Project (Short Interest) means a Named Project with respect to which the Grant Recipient has or will have a Secure Legal Interest which has a lease or licence with an unexpired duration which is shorter than the Minimum Period of Use;

New Named Project means a proposed Named Project or an Indicative Project which the Grant Recipient wishes to profile as a Named Project, details of which are submitted by the Grant Recipient to the GLA pursuant to Condition 7.1;

Nil Grant Unit means a house, flat, maisonette or (where expressly agreed by the GLA on OPS) Shared Accommodation comprised within a Named Project in respect of which the Grant Recipient did not seek grant funding under the RSAP;

Nominating Body means:

- (a) Clearing House; or
- (b) such other assessment and referral body or agency identified and approved by GLA;

Nominations Protocol means the arrangements for nominations to the RSAP Dwellings comprised in each Named Project agreed by the GLA and set out in the Named Project Details including;

- (a) the applicable Nominating Body;
- (b) whether the nomination is identified as:
 - i pan-London;
 - ii from a specific borough or sub-regional; or
 - iii a mixture of the above limbs i and ii;
- (c) whether the arrangements referred to in limb (b) above may be changed after the First Let; and
- (d) any other nominations policies or requirements identified by the GLA from time to time;

Non Compliance Notification Date means the date on which the GLA notifies the Grant Recipient that it has become aware that a Named Project in respect of which it has paid Named Project Grant does not meet the Named Project Details;

Non Compliant Dwelling means an Indicative Dwelling which is the subject of an Indicative Dwelling Breach;

Non Modular Dwelling means a house, flat or maisonette or (where expressly agreed by the GLA on OPS) Shared Accommodation:

- (a) which is fit for beneficial occupation by the Target Client Group;
- (b) which meets the Submitted Standards; and
- (c) with respect to which the Grant Recipient has a Secure Legal Interest in the relevant Site;

Occupation Notification has the meaning attributed to it in Condition 15.3.1;

Occupation Period means a period of six calendar months to be calculated from the date on which the GLA issues an Occupation Notification;

Occupation Trigger Date means the date which falls 30 Business Days prior to the expiry of the preceding Occupation Period;

Occupying Tenant has the meaning attributed to it in Condition 15.1.1;

Open Book Basis means the full and transparent disclosure and declaration of all information which the Grant Recipient or a Grant Recipient Party is required to maintain, keep or disclose under this Agreement including all price components including profit margins, central office overheads, Site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and services, apportionments of such items together with all and any books of accounts together with such other information as the GLA reasonably requires;

Open Book Obligations mean the obligations set out in Condition 19;

OPS means the "GLA Open Project System", the GLA's on-line investment management system from time to time or any successor system;

Original Approved Bid means the aggregate of the Named Projects and Indicative Projects which the GLA has agreed to fund as at the date of this Agreement in OPS as more particularly set out in OPS and accepted by the GLA pursuant to Condition 7.3;

Original Dwelling has the meaning given to it in Condition 15.1;

Permitted Disposal means any of the following:

- (a) the grant of a tenancy compliant with Condition 8.6.6;
- (b) a disposal to a statutory undertaker for the purposes of the supply or transmission (whether exclusively or otherwise) of statutory services to the Site;
- (c) a disposal pursuant to or required by a planning obligation within the meaning of s106 or s299A of the TCPA in connection with the Named Project;
- (d) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;

- (e) the grant of any mortgage or charge; or
- (f) the grant of an easement;

Partial Termination Event means this Agreement is or could be terminated in relation to one or more particular Named Projects pursuant to Condition 5.4.2 or 5.4.3.

Personal Data has the meaning ascribed to it in the Data Protection Legislation;

Pipeline Sites means a site or sites in London identified to the GLA in the Site Pipeline Plan in which the Grant Recipient has a Secure Legal Interest or has a reasonable prospect of acquiring a Secure Legal Interest prior to the expiry of the Grant Recipient's Secure Legal Interest in the current Site;

Planning Approval Date means the date on which the full planning consent for the Site is obtained;

Process has the meaning ascribed to it in the Data Protection Legislation and **Processing** shall be construed accordingly;

Procurement Law means the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 (insofar as the same are applicable) together with any statutory modification or replacement regulations or Legislation on procurement by public bodies;

Professional Team means (as applicable) any consultant appointed by the Grant Recipient in connection with a Named Project;

Prohibited Act means:

- (a) offering, giving or agreeing to give to any servant of the GLA any gift or consideration of any kind as an inducement or reward:
 - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
 - ii for showing or not showing favour or disfavour to any person in relation to this Agreement;
- (b) entering into this Agreement or any other agreement with the GLA relative to this Agreement in connection with which commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the GLA;
- (c) committing any offence:
 - i under Legislation creating offences in respect of fraudulent acts;
 - ii at common law in respect of fraudulent acts in relation to this Agreement; or

- iii under the Bribery Act 2010; or
- (d) defrauding or attempting to defraud or conspiring to defraud the GLA or the Regulator;

Project Costs means the capital cost of the Site acquisition and/or Delivery of the RSAP Dwellings comprised in each Named Project by the Grant Recipient in respect of the heads of expenditure set out in Part 1 of Schedule 3 (as relevant) or such other heads of expenditure as the GLA may in its absolute discretion agree in respect of any Named Project provided that any costs falling within the heads of expenditure set out in Part 2 to Schedule 3 shall not be capable of being treated as Project Costs;

Property has the meaning given to it in the Recovery Determination;

Public Sector Funding means all funding in relation to a Named Project in money or money's worth (including the Named Project Grant) received or receivable by the Grant Recipient from public sector bodies including for this purpose funding from the European Commission, government bodies (whether national or local) or bodies in receipt of lottery funds from the National Lottery Distribution Fund pursuant to the National Lotteries Acts 1993 and 1998 and any further funding by the GLA not provided under this Agreement;

Purchase Point means the date on which the following occurs with respect to a Named Project:

- (a) the Grant Recipient and each Manufacturing Contractor(s) have entered into the Manufacturing Contract(s) for each RSAP Dwelling comprised in the relevant Named Project;
- (b) the relevant Site is Available (and the Grant Recipient has provided the GLA with written confirmation of the same);

Quarter Date means 31 March, 30 June, 30 September or 31 December;

Recovery has the meaning given to it in the Recovery Determination and Recoverable shall be construed accordingly;

Recovery Determination means the Recovery of Capital Grants from Registered Providers and Recycled Capital Grant Fund (Greater London) General Determination 2017 and any successor determination or other instrument;

Reduction Amount means the result of the following calculation:

Reduction Amount = number of Non Compliant Dwellings x the Indicative Dwelling Allocation;

Register means the register maintained by the Regulator pursuant to Section 111 of the HRA 2008;

Registered Provider means an English Local Authority entered on the Register pursuant to paragraph 3 of the Housing and Regeneration Act 2008 (Registration of Local Authorities) Order 2010;

Regulator means the Regulator of Social Housing established pursuant to Chapter 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Regulatory Body means any government departments or regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters deal with in this Agreement or any other affairs of the GLA;

Relevant Authority means any governmental or other authority, court with relevant jurisdiction, the local planning authority, landlord, funder, adjoining landowner or any other person whose consent is required to undertake the any works or actions necessary to the delivery of the Named Project or perform the Grant Recipient's obligations under this Agreement;

Relevant Event has the meaning attributed to it in the Recovery Determination;

Rent Standard means any standard in relation to rent set by the Regulator (including the Rent Standard Guidance and any other associated explanatory notes or guidance) from time to time under Section 194 of the HRA 2008;

Rent Standard Guidance means the "Rent Standard Guidance" published in April 2015 by the Regulator (including any other guidance issued by the Regulator in relation to that document) as such document and/or associated guidance may be amended, updated or replaced from time to time;

Report means a report under Section 114(3) or Section 114A of the Local Government Finance Act 1988 or Section 5 of the Local Government and Housing Act 1989;

Request for Information/RFI shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Named Projects, this Agreement or any activities or business of the GLA;

Resident Ballot Requirement means the obligation to undertake a resident ballot on the basis set out in Section 8 of the Affordable Housing Capital Funding Guide where the Named Project is an Estate Regeneration Project and GLA has not provided the Grant Recipient with an extant Exemption Certificate;

Review Meeting means a meeting held pursuant to Conditions 3.3 and 3.4;

RIDDOR means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

Right to Buy means the right to purchase a dwelling at a discount conferred on tenants of Councils by Part V of the Housing Act 1985;

RSAP means the GLA's Rough Sleeping Accommodation Programme as described in the Bidding Prospectus and any updates published or issued from time to time in relation thereto;

RSAP Dwelling means in relation to each Named Project:

- (a) a Modular Dwelling acquired or to be acquired by the Grant Recipient with the benefit of grant payable under this Agreement as more particularly described in the relevant Named Project Details; or
- (b) a Nil Grant Unit;

RSAP Dwelling Completion Details has the meaning ascribed to in Schedule 5;

RSAP Dwelling Lettings Information has the meaning ascribed to in Schedule 5;

RSAP Dwelling Monitoring Data has the meaning ascribed to in Schedule 5;

RSAP Housing means subsidised housing provided by the Grant Recipient pursuant to this Agreement that will be made available to individuals within the Target Client Groups at either a:

- (a) London Affordable Rent; or
- (b) Social Rent;

RTB Funds means receipts retained by a Council pursuant to the exercise of the Right to Buy which shall include any grant paid to the Grant Recipient pursuant to a Right to Buy Ringfence Agreement entered into by the GLA and the Grant Recipient;

Second Claim Stage means in relation to a Named Project:

- (a) the Named Project Completion Date; or
- (b) such other date as the GLA may have accepted in OPS.

Second Tranche Grant means subject to Condition 7.6 such sum as is equivalent to 25% (twenty five per centum) of the Named Project Grant, or such other percentage agreed by the GLA in the Named Project Details (where relevant);

Section 106 Agreement means an agreement or unilateral undertaking in respect of and affecting any RSAP Dwelling made pursuant to Section 106 of the TCPA and/or section 1 of the Localism Act 2011 and/or section 111 of the Local Government Act 1972 and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or Section 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 and/or the Housing Acts or any similar agreement or unilateral undertaking with any competent authority or body relating to other services;

Section 106 Project means a project where the RSAP Housing is part of a larger scheme (controlled by a party other than the Grant Recipient) comprising accommodation which is non-residential and/or residential which is not RSAP Housing which is subject to a Section 106 Agreement;

Secure Legal Interest means the Grant Recipient has in respect of the Site:

- (a) a freehold title registered with title absolute;
- (b) a leasehold title where the lease has more than seven years unexpired duration, registered with title absolute or registered with good leasehold

title and in the latter case defective title indemnity insurance in favour of the Grant Recipient with a limit of indemnity to at least the Named Project Grant for that Site;

- (c) a lease of between one and seven years unexpired duration; or
- (d) a license of at least one year unexpired duration (or such shorter duration as is expressly agreed by GLA in writing);

and, where relevant, such lease or license has an unexpired duration which equals or exceeds the Minimum Period of Use for each RSAP Dwelling comprised in the Named Project (unless the GLA has expressly agreed otherwise in writing in which case Condition 2.10 will apply);

Service Level Agreement means an agreement (or agreements) entered into between the Grant Recipient and Clearing House which includes the terms on which any nomination to one or more RSAP Dwellings comprised in a Named Project will be provided and which reflects the relevant outcomes and requirements set out in GLA's contractual arrangements with Clearing House;

Shared Accommodation means a dwelling (including any common areas) comprised within non-self-contained accommodation for two or more households;

Site means the site identified to the GLA as being the area of land or buildings comprised or to be comprised in a Named Project and/or the RSAP Dwellings and common areas delivered as part of such Named Project;

Site Pipeline Plan means a plan approved by the GLA which identifies Pipeline Sites;

Site Pipeline Evidence means such written evidence as the GLA may require with respect to:

- (a) the identity of the current owner of any Pipeline Site and the duration of their interest in such Pipeline Sites;
- (b) the nature and availability of any Pipeline Sites;
- (c) any material risks that the Pipeline Sites would not be Available before the expiry of the Grant Recipient's Secure Legal Interest in the Site; and
- (d) such other evidence as the GLA may (acting reasonably) require in connection with the Pipeline Sites from time to time;

Site Substitution means the substitution of a Site with an Alternative Site which is accepted by the GLA pursuant to Condition 14.7;

Social Rent means a rent calculated in accordance with the formula for calculating social rents set out in Legislation and (to the extent applicable) in the Rent Standard;

SoS Year has the meaning attributed to it in limb (a) of the definition of Indicative Projects;

Special Conditions means the conditions set out in Schedule 6;

Start on Site means the Purchase Point has been achieved with respect to a Named Project;

Start on Site Date means the date identified in OPS on which Start on Site is to have occurred (and does occur);

Subcontractor means any subcontractor appointed by the Grant Recipient to undertake all or part of the Grant Recipient's obligations under this Agreement;

Subsidy means any financial assistance granted by a public authority which confers an economic advantage on one or more economic actors which is specific insofar as it benefits, as a matter of law or fact, certain economic actors over others in relation to the production of certain goods or services and has, or could have, an effect on trade or investment between the United Kingdom and any part of the European Economic Area and/or any other country or countries which the United Kingdom has entered into trade agreement with which have provisions in respect of public sector funding and subsidy arrangements;

Substitute Dwelling means a proposed substitute Modular Dwelling or Non Modular Dwelling to be comprised within a Substitute Project;

Submitted Standards means the Minimum Property Standards and in respect of each Named Project any standards referenced in OPS and any additional standards in or in connection with the Approved Bid;

Substitute Dwelling Details has the meaning given to it in Condition 15.4;

Substitute Project means a project for the delivery of an RSAP Dwelling proposed by the Grant Recipient pursuant to Condition 15 in substitution for a project comprised within the Approved Bid;

Substitute Project Acceptance Date means the date upon which the GLA accepts a Substitute Project pursuant to Condition 15.6;

Substitution Notification has the meaning given to it in Condition 15.3.2;

Target Client Groups means any of the following groups:

- (a) people who are verified as a rough sleeper on the "Combined Homelessness and Information Network" (CHAIN); or
- (b) people whose last place of residence was a hostel, supported housing or shared accommodation for single homeless people;
- (c) people who in the opinion of the relevant Nominating Body are single homeless persons and are sleeping rough or are highly likely to sleep rough within the next 24 hour period,

and have been nominated as a Tenant by a Nominating Body;

TCPA means the Town and Country Planning Act 1990;

Tenancy Standard means the tenancy standard published by the Regulator from time to time pursuant to its power under Section 193 of the HRA 2008;

Tenancy Support Funding Arrangements means details of:

- (a) the projected costs of the Tenancy Support Services that any prospective Tenant of the Substitute Project is likely to require (as demonstrated by such evidence which the GLA may require);
- (b) the quantum of funding for Tenancy Support Services for the Substitute Project which the Grant Recipient has or has attempted to secure;
- (c) the quantum of funding (if any) allocated to the Original Dwelling under any agreement pursuant to which the GLA has or proposes to provide funding in connection with the relevant Tenancy Support Services and which has not been claimed and/or expended by the Grant Recipient; and
- (d) any other information that the GLA may request with respect to the Tenancy Support Services which are intended to be provided to the incoming Tenant of the Substitute Project;

Tenancy Support Notification Date means the date on which the Grant Recipient notifies the GLA in accordance with Condition 4.3.1;

Tenancy Support Service Agreement means an agreement entered into between the Grant Recipient and the Tenancy Support Services Provider for the provision of tenancy support services to Tenants of the RSAP Dwellings in a Named Project;

Tenancy Support Services means the support services to be provided to Tenants of the RSAP Dwellings in a Named Project as set out in the Named Project Details;

Tenancy Support Services Provider means the organisation providing the Tenancy Support Services;

Tenancy Support Specification means a written specification which identifies the delivery model and standards of the Tenancy Support Services;

Tenancy Term means the term of the relevant tenure agreed by the GLA on OPS for each RSAP Dwelling being at least six months and no more than three calendar years in length;

Tenancy Type means either:

- (a) a non secure tenancy as defined in section 79(2)(a) and Schedule 1 paragraphs (4), (4A), and/or (6) of the Housing Act 1985; or
- (b) where agreed by the GLA on OPS:
 - i an introductory tenancy, as defined in section 124 of the Housing Act 1996; or
 - ii a contractual license or contractual tenancy; or

- iii such other form of tenancy expressly agreed by the GLA;
as accepted by the GLA on OPS for each RSAP Dwelling in a Named Project and set out in the Named Project Details;

Tenant means (as the context requires):

- (a) a tenant occupying a RSAP Dwelling; or
- (b) a prospective tenant of a RSAP Dwelling;

Total Termination Event means this Agreement is or could be terminated as a whole pursuant to Condition 5.4.1;

Tranche means either of the First Tranche Grant or the Second Tranche Grant;

Unavailability Notification has the meaning given to it in Condition 15.1.2;

United Kingdom Competition Requirement means any Legislation (including the incorporation of international treaties by virtue of statutory provisions) regulations and guidance issued by a Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

Unlawful Subsidy means Subsidy which has been granted, or from time to time is, in contravention of the United Kingdom Competition Requirement;

UK GDPR means the retained European Union law version of the General Data Protection Regulation ((EU) 2016/679) (as amended or updated from time to time);

VAT means Value Added Tax as presently charged under the Value Added Tax Act 1994 or any tax of a similar nature;

Waiver Condition means provision of satisfactory evidence by the Grant Recipient to the GLA that the relevant Prohibited Act was committed by:

- (a) an employee acting independently of the Grant Recipient; or
- (b) a subcontractor (or any employee of a subcontractor not acting independently of the subcontractor); or
- (c) an employee of a subcontractor acting independently of such subcontractor; or
- (d) any person not specified in parts (a), (b) or (c);

and the GLA is satisfied that the Grant Recipient and/or the subcontractor (as applicable) has taken such action as is appropriate taking in to account the nature and the circumstances of the relevant Prohibited Act. **Acting independently** for these purposes means not acting with the authority or knowledge of any one or more of the directors of the Grant Recipient or relevant subcontractor;

Withholding Event means an event or circumstance of the type described in Condition 12.1; and

Works means in relation to each Named Project any of the works of construction or demolition to be undertaken in order to prepare the Site for the Installation of the RSAP Dwellings comprised in a Named Project and ensure that such dwellings meet the meet the Submitted Standards and achieve Completion.

1.2 **Interpretation**

1.2.1 Words denoting any gender include all other genders.

1.2.2 The singular includes the plural and vice versa.

1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, appendix or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix or section heading of this Agreement.

1.2.4 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.

1.2.5 Any reference to any enactment, order, direction, determination, regulation, guidance or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, direction, determination, regulation, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.

1.2.6 A reference to a person includes firms, partnerships and corporate bodies and their successors and permitted assignees or transferees.

1.2.7 Headings are for convenience of reference only.

1.2.8 A party means a party to this Agreement.

1.2.9 The words includes or including are to be construed without limitation.

1.2.10 A document in the agreed form is to be the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the parties) or in the form set out in a Schedule or an Appendix to this Agreement.

1.2.11 A paragraph in a Schedule or Appendix shall be construed as references to a paragraph in that particular Schedule or, as the case may be, Appendix.

1.2.12 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.

1.2.13 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by the GLA, such consent or approval or notice shall only be validly given if it is in writing and signed by (if

relevant) the officer stipulated in this Agreement or such other person as may be specified by the GLA by notice in writing to the Grant Recipient.

- 1.2.14 An obligation to do anything includes an obligation to procure its being done.
- 1.2.15 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.16 The terms "Site" and "Named Project" includes each and every part of it.
- 1.2.17 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.18 Save where a contrary intention is shown, any reference to the GLA acting reasonably shall be interpreted as requiring the GLA to act in a commercially reasonable manner.
- 1.2.19 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.20 The Grant Recipient shall in relation to the delivery of its obligations under this Agreement be responsible as against the GLA for the acts or omissions of any Grant Recipient Party as if they were the acts or omissions of the Grant Recipient.
- 1.2.21 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by the GLA, relieve the Grant Recipient of any of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.2.22 Save where a contrary intention is shown, or where an express discretion is given by this Agreement, the GLA shall act reasonably in exercising its rights hereunder (including in granting approvals hereunder).
- 1.2.23 The terms "Allocated Grant", "Capital Grant" and "Named Project Grant" (unless the context precludes such interpretation) include every Tranche thereof.
- 1.2.24 Any reference to section 8 Affordable Housing Capital Funding Guide in this Agreement refers to the section entitled "Resident Ballots for Estate Regeneration Projects" of such guide (and any successor, replacement or amendment of the same).
- 1.2.25 In the event of any conflict between the information in the Approved Bid and the Named Project Details described in OPS, the Named Project Details shall prevail.

1.2.26 Where the context requires, the obligations in this Agreement which apply to a Named Project will apply to each RSAP Dwelling in that Named Project.

1.2.27 An RSAP Dwelling will be deemed to have achieved Completion when it meets the criteria in the definition of Completion as if such RSAP Dwelling was the Named Project in which it is comprised.

2 Purpose and acknowledgements

2.1 In consideration of the sum of £1 (receipt of which the GLA hereby acknowledges), the GLA has agreed to make the Allocated Grant available to the Grant Recipient to provide the RSAP Dwellings for the Agreed Purposes for the Minimum Period of Use subject to and in accordance with the terms and conditions of this Agreement.

2.2 The Grant Recipient acknowledges and agrees that:

2.2.1 the Allocated Grant is being made available by the GLA on the express understanding that it is applied solely for the purposes of funding the Project Costs in respect of RSAP Dwellings comprised in a Named Project which are to be let to individuals within the Target Client Groups who have been nominated in accordance with the Nominations Protocol and the terms of this Agreement;

2.2.2 the Public Sector Funding in respect of a Named Project may not exceed an amount equal to the Actual Project Cost nor may the Public Sector Funding in respect of the Approved Bid exceed an amount equal to the aggregated Actual Project Costs incurred in respect of the delivery of the Approved Bid;

2.2.3 all funding under this Agreement is:

(a) social housing assistance as defined in Section 32(13) of the HRA 2008; and

(b) subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions and the provisions of Condition 13 represent the events and principles determined by the GLA for the purposes of Sections 31-34 of the HRA 2008;

2.2.4 the Grant Recipient must hold Registered Provider status at the point at which the RSAP Dwelling(s) (and any Nil Grant Unit(s)) comprised within each Named Project are made available for rent;

2.2.5 the provisions of this Agreement represent the conditions upon which the GLA makes the Allocated Grant available to the Grant Recipient for the purposes of section 19 and 31 of the HRA 2008 and any failure by the Grant Recipient to comply with the terms of this Agreement or the occurrence of a Default Event or Withholding Event constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination (or any successor provision to that paragraph); and

2.2.6 without prejudice to any other terms of this Agreement:

- (a) the period that each RSAP Dwelling comprised in the Named Project is let to individuals within the Target Client Group for the Agreed Purposes must equal or exceed the Minimum Period of Use;
- (b) the aggregate of the First Tranche Grant and the Second Tranche Grant in each Named Project will represent one hundred per centum (100%) of the Named Project Grant; and
- (c) the terms of the Affordable Housing Capital Funding Guide are incorporated within this Agreement (mutatis mutandis);

2.2.7 it will not advance or on-lend any Named Project Grant to a third party (in whole or in part).

2.3 The Grant Recipient shall comply with the Open Book Obligations.

2.4 The parties acknowledge that in setting the Affordable Rent Level, it may not be possible for the Grant Recipient and/or the Grant Recipient to identify a comparable market rent for an equivalent property of the relevant size and location (an **Equivalent Property**) in the Broad Market Rental Area. In such a case the Grant Recipient will submit to GLA a comparable market rent based on Equivalent Properties in alternative comparator areas (the **Alternative Market Rent**). If the GLA (acting reasonably) does not approve the Grant Recipient's proposed Alternative Market Rent, the Grant Recipient will (or will procure that the Grant Recipient will) engage a valuer to identify a comparable market rent from areas outside the Broad Market Rental Area and determine the market rent that will be applicable to the RSAP Dwelling in the Broad Market Rental Area (the **Comparable Market Rent**). In the circumstance contemplated in this Condition 2.4 the Grant Recipient should set the Affordable Rent Level by reference to the Comparable Market Rent.

2.5 The parties agree that the Benchmark Rent Levels shall be increased in accordance with the following:

2.5.1 subject to Condition 2.5.2, the Benchmark Rent Levels for each successive Financial Year (**New Financial Year**) after the Financial Year 2018/2019 shall be increased with effect from 1 April in such New Financial Year in accordance with the following formula:

$$\text{Benchmark Rent Level} = \text{ABRL} \times (\text{CPI}_x + 1.01)$$

Where

ABRL = the actual Benchmark Rent Level for the Financial Year prior to the New Financial Year for which the calculation is being carried out; and

CPI_x = the 12-month inflation rate figure (drawn from the CPI and expressed as a decimal) published for September in the Financial Year prior to the New Financial Year for which the calculation is being carried out.

2.5.2 If for any New Financial Year the calculation of (CPI_x + 1.01) produces a figure less than 1 the product of the calculation shall be deemed to equal 1.

- 2.6 Each party undertakes to co-operate with the other to facilitate the proper performance of this Agreement and the delivery of the Named Projects.
- 2.7 The Grant Recipient acknowledges and agrees that, where the Tenants of the RSAP Dwellings comprised in a Named Project will be nominated by Clearing House, it must either enter into a Service Level Agreement with Clearing House or it must procure (through the imposition of a contractually binding obligation upon the Tenancy Support Services Provider) that the Tenancy Support Services Provider enters into a Service Level Agreement with Clearing House:
- 2.7.1 before Clearing House nominates an individual from the Target Client Group for accommodation into any RSAP Dwelling; and
- 2.7.2 where such RSAP Dwelling is a First Let, no less than six (6) weeks prior to the Named Project in which such dwelling is comprised achieving Completion.
- 2.8 The parties agree that:
- 2.8.1 nominations to RSAP Dwellings may only be made by an Alternative Nominating Body where this has been agreed by the GLA in its absolute discretion;
- 2.8.2 where a nomination to an RSAP Dwelling is made by Clearing House, the Grant Recipient will (or will procure that the Tenancy Support Services Provider will):
- (a) promptly notify Clearing House of any RSAP Dwellings available for let; and
- (b) provide all RSAP Dwelling Lettings Information required by the Clearing House via their online portal at least three Business Days before a nomination is required;
- 2.8.3 where (pursuant to Condition 2.8.1 above) a nomination to an RSAP Dwelling is made by an Alternative Nominating Body, the Grant Recipient will (or, where relevant procure that the Tenancy Support Services Provider will) provide the RSAP Dwelling Monitoring Data to Clearing House on a monthly basis using such form that Clearing House may supply;
- 2.8.4 the Grant Recipient will (or, where relevant procure that the Tenancy Support Services Provider will) provide Clearing House (and, any applicable Alternative Nominating Body) with the RSAP Dwelling Completion Details for each RSAP Dwelling promptly following Completion using such form that Clearing House may supply.
- 2.9 The Grant Recipient will use reasonable endeavours to deliver the RSAP Dwellings in such a manner as to ensure that Tenants are not impacted by the Benefit Cap.
- 2.10 The parties acknowledge and agree that where a Named Project is a Named Project (Short Interest):

2.10.1 unless the GLA has provided express agreement in writing, the Grant Recipient will not be deemed to possess a Secure Legal Interest pursuant to Condition 10.1.3 and may not make an application for First Tranche Grant; and

2.10.2 the Grant Recipient must:

(a) provide the GLA with a proposed Site Pipeline Plan and any required Site Pipeline Evidence within 10 Business Days of the GLA's request; and

(b) promptly notify the GLA if:

i there are any changes with respect to the Pipeline Sites; or

ii the Site Pipeline Plan becomes erroneous in any respect;

which could adversely impact upon the Grant Recipient's ability to achieve the Minimum Period of Use for each RSAP Dwelling in the relevant Named Project.

3 **Monitoring and Reporting**

3.1 The Grant Recipient acknowledges the high importance to the GLA of it being advised when any circumstance occurs which may:

3.1.1 impact on the Grant Recipient's ability to deliver any Indicative Project or Named Project in accordance with the terms of this Agreement;

3.1.2 change any assumptions in relation to any Named Project which would provide an opportunity for the Grant Recipient to deliver more RSAP Dwellings with the Allocated Grant; or

3.1.3 indicate that the GLA is making available more grant than is required to deliver a Named Project;

3.1.4 impact upon the availability of any RSAP Dwellings and/or achievement of the Minimum Period of Use;

(collectively the **Contract Monitoring Outputs**).

3.2 The Grant Recipient shall comply fully with the contract management and reporting obligations set out in this Condition 3.

3.3 The GLA and the Grant Recipient shall attend a Review Meeting within ten (10) Business Days of each Quarter Date (or within such longer period as the GLA may at its absolute discretion agree) to discuss (but without limitation):

3.3.1 the Grant Recipient's performance against the information contained in the Named Project Details and any matters which may adversely impact on the Grant Recipient's performance against the same;

3.3.2 progress updates in relation to each Indicative Project and Named Project including delivery forecasts, progress against previously given delivery

forecasts, lettings forecasts and progress against previously given lettings forecasts;

- 3.3.3 the occurrence of any Milestone Extension Event in respect of any Named Project;
- 3.3.4 the Contract Monitoring Outputs;
- 3.3.5 the information supplied pursuant to the Open Book Obligations;
- 3.3.6 the operation of the Nominations Protocol (including the Grant Recipient's compliance with such protocol) and any requested changes to the Target Client Group;
- 3.3.7 any RSAP Dwellings which have or will become unavailable for occupation either permanently or for a continuous period of 2 weeks or more;
- 3.3.8 the Nominations Protocol, Tenancy Support Services, any Tenant that is seeking to occupy a RSAP Dwelling for longer than 3 years;
- 3.3.9 any RSAP Dwellings scheduled to achieve Completion within the upcoming 3 (three) months:
- 3.3.10 the Grant Recipient's progress in agreeing and entering into, or procuring that the Tenancy Support Services Provider enters into, an associated Service Level Agreement with Clearing House (where relevant);
- 3.3.11 where relevant, the Site Pipeline Plan and any Site Pipeline Evidence which has been provided to or requested by the GLA; and
- 3.3.12 such other matters in relation to the performance of this Agreement as are notified by either party to the other in writing at least five (5) Business Days prior to the date of the Review Meeting.

3.4 The Grant Recipient shall promptly:

- 3.4.1 participate in any evaluation of RSAP that MHCLG may require; and
- 3.4.2 supply all information and data required in respect of any such evaluation.

3.5 The GLA or the Grant Recipient may also call a Review Meeting at any time outside of the quarterly cycle provided that the party requesting the meeting:

- 3.5.1 gives reasonable prior written notice to the other of such meeting; and
- 3.5.2 includes with the notice an agenda for such meeting.

3.6 The GLA's Representative and the Grant Recipient's Representative (or, where agreed with the GLA in advance, such other member of the Grant Recipient's executive management team) shall attend all Review Meetings during the term of this Agreement or for such longer period as the GLA (acting reasonably) requires.

- 3.7 Save as otherwise agreed between the parties, any meeting under this Condition 3 shall be minuted by the Grant Recipient and such minutes shall be distributed within ten (10) Business Days following the meeting to the GLA and any other attendee.
- 3.8 The Grant Recipient shall provide the GLA as soon as reasonably practicable with such information as the GLA shall reasonably require to support or facilitate the discussions referred to in this Condition 3 and shall use all reasonable endeavours to ensure the accuracy of any information provided.
- 3.9 The Grant Recipient must keep OPS fully updated and ensure that it accurately reflects the agreed Named Project Details from time to time.
- 3.10 The Grant Recipient shall provide the GLA promptly with:
- 3.10.1 such information as the GLA shall reasonably require regarding the length and nature of the Secure Legal Interest which the Grant Recipient possesses or will possess; and
 - 3.10.2 a copy of the Tenancy Support Services Agreement or Tenancy Support Specification (as applicable) currently in place.

4 **Tenancy Support**

- 4.1 The parties acknowledge and agree that:
- 4.1.1 any Tenancy Support Services Provider identified within the Approved Bid (or notified to the GLA pursuant to Condition 4.1.2) must provide the Tenancy Support Services on the basis required under this Agreement;
 - 4.1.2 where no Tenancy Support Services Provider is identified in the Approved Bid, the Grant Recipient will notify the GLA as soon as reasonably practicable following the appointment of any Tenancy Support Services Provider;
 - 4.1.3 the Grant Recipient will notify the GLA at least 30 Business Days in advance of any change in the Tenancy Support Services Provider (and will contemporaneously provide the GLA with any proposed form of Alternative Tenancy Support Services Agreement) and where such a change is approved by the GLA it shall be implemented in accordance with Condition 9.1;
 - 4.1.4 where the GLA (acting reasonably) considers that a change in the Tenancy Support Services Provider or entry into a proposed Alternative Tenancy Support Services Agreement will have a material adverse affect upon the provision of the Tenancy Support Services it shall be entitled to treat this as a Default Event pursuant to Condition 5.1.16.
- 4.2 The Grant Recipient shall ensure that:
- 4.2.1 a Tenancy Support Service Agreement or, where the GLA has expressly agreed, a Tenancy Support Specification is in place no less than five Business Days prior to Completion; and

4.2.2 Tenancy Support Services are available for the duration of the Minimum Period of Use for each RSAP Dwelling save where an alternative arrangement has been agreed pursuant to Condition 4.4.

4.3 Where the Grant Recipient becomes aware that Tenancy Support Services are likely to come to an end for any RSAP Dwelling(s) the Grant Recipient must:

4.3.1 notify the Nominating Body and the GLA in writing twelve (12) months before the end date of the Tenancy Support Services; and

4.3.2 use reasonable endeavours to secure additional revenue funding for the provision of Tenancy Support Services for the relevant RSAP Dwelling(s).

4.4 Where Tenancy Support Services for any RSAP Dwelling are projected to cease and no commitment for additional revenue funding can be secured by the Grant Recipient in accordance with Condition 4.3.2, the parties will within ninety (90) Business Days (or such later date as GLA may agree in its absolute discretion) of the Tenancy Support Notification Date seek to agree an alternative arrangement in relation to the funding, client group or usage with regards to the relevant RSAP Dwelling(s) and where (within the timeframe set out in this Condition 4.4):

4.4.1 an alternative arrangement is agreed between the parties, the Grant Recipient shall amend the Named Project Details on OPS and vary this Agreement as required by the GLA (in its absolute discretion) to reflect such arrangements; or

4.4.2 no agreement can be reached, a Minimum Period of Use Breach shall be deemed to have occurred and the provisions of Condition 5.1.22 shall apply;

5 Default Events

5.1 The following circumstances shall constitute a Default Event:

5.1.1 failure by the Grant Recipient to comply with its obligations in Condition 3 or Condition 8.5 and/or any information supplied in connection with its obligations in Condition 3 or Condition 8.5, whether in relation to the Contract Monitoring Outputs or otherwise is materially deficient, misleading or inaccurate;

5.1.2 the Grant Recipient is unable to make the representations and give the warranties set out in Schedule 2 (in any case in whole or in part) and there is a resulting Material Adverse Effect in relation to:

(a) the Approved Bid; or

(b) a Named Project;

5.1.3 the Grant Recipient is subject to a Direction or a Report which has or will have a Material Adverse Effect;

5.1.4 a Prohibited Act has been committed by or on behalf of the Grant Recipient (in respect of which the Waiver Condition has not been satisfied);

5.1.5 a breach of the Open Book Obligations;

- 5.1.6 the GLA determines (acting reasonably) that proper progress against the Grant Recipient's projections in the Approved Bid has not been made by the Grant Recipient in delivering the Approved Bid;
- 5.1.7 the Grant Recipient ceases operating;
- 5.1.8 the Grant Recipient's status as a Registered Provider is lost, relinquished or removed;
- 5.1.9 the Grant Recipient's Investment Partner status is lost or removed;
- 5.1.10 the Regulator directs or recommends that grant is not to be paid to the Grant Recipient or the GLA understands that such a direction or recommendation is likely to be made;
- 5.1.11 a breach of Condition 8 or Condition 14 or a breach of the Submitted Standards in respect of a Named Project;
- 5.1.12 a failure or inability by the Grant Recipient to comply with:
 - (a) the requirements of Condition 10; or
 - (b) any obligation to pay or repay any amounts due under this Agreement;
- 5.1.13 any other breach of the Agreement which has a Material Adverse Effect;
- 5.1.14 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's or the RSAP's reputation or brings the GLA or the RSAP into disrepute; and
- 5.1.15 a breach of Condition 2.7 or Condition 2.8 or Condition 4;
- 5.1.16 termination of a Tenancy Support Service Agreement or material amendment to a Tenancy Support Specification during the Minimum Period of Use with respect to any RSAP Dwelling comprised in the Named Project, save where this is replaced by an Alternative Tenancy Support Service Agreement;
- 5.1.17 any of the following events or circumstances occur:
 - (a) a breach of the Estate Regeneration Requirement;
 - (b) the Grant Recipient has failed to comply with the Estate Regeneration Requirement in circumstances where in the GLA's reasonable opinion the Estate Regeneration Requirement ought to have been complied with (having regard to section 8 Affordable Housing Capital Funding Guide);
 - (c) having regard to any planning permission obtained for the Site or reports issued to residents affected by the delivery of the Named Project, in the GLA's reasonable opinion, a breach of the Estate Regeneration Requirement is likely to occur; or
 - (d) in the GLA's opinion the Grant Recipient has partitioned the Site in order to avoid the application of the Resident Ballot Requirement;

- 5.1.18 the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) change so that such certificate is no longer correct in all material respects; or
 - 5.1.19 an Exemption Certificate expires or is withdrawn by the GLA;
 - 5.1.20 the occurrence of a Minimum Period of Use Breach;
 - 5.1.21 a breach of the Special Conditions; and
 - 5.1.22 there has been a cessation of Tenancy Support Services in respect of an RSAP Dwelling and no alternative arrangement has been agreed pursuant to Condition 4.4.
- 5.2 The Grant Recipient must notify the GLA immediately in writing on the occurrence of a Default Event.
- 5.3 Without prejudice to Condition 5.4, in the event of the occurrence of a Default Event and for so long as that Default Event subsists (or another Default Event has occurred and is continuing) the GLA shall be entitled to reject the submission of any New Named Project, Additional Project or Substitute Project on OPS.
- 5.4 Where the Default Event is:
- 5.4.1 an occurrence specified in Conditions 5.1.3, 5.1.4, 5.1.7, 5.1.8, 5.1.9, and/or 5.1.14 the GLA shall be entitled forthwith and without any liability to the Grant Recipient terminate the Agreement;
 - 5.4.2 an occurrence specified in Conditions 5.1.1, 5.1.2(a), 5.1.5, 5.1.6, 5.1.10 to 5.1.13 (inclusive), 5.1.15 to 5.1.19 (inclusive) and/or 5.1.21 the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy the breach or failure and if within a period of 30 Business Days following service of such notice:
 - (a) the breach or failure has not been remedied;
 - (b) where so permitted by the GLA the Grant Recipient has not given an undertaking to remedy the breach on terms satisfactory to the GLA; or
 - (c) if it becomes apparent that the Default Event is incapable of remedy either within such period or at all,the GLA shall be entitled on giving not less than ten Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate this Agreement insofar as it relates to the Named Project to which the Default Event relates;
 - 5.4.3 an occurrence specified in Condition 5.1.2(b) and/or Condition 13.3.4(d) the GLA shall be entitled forthwith and without any liability to the Grant Recipient but without determining the whole of this Agreement terminate the Agreement insofar as it relates to the Named Project to which the relevant Default Event relates;

5.4.4 an occurrence specified in Condition 5.1.20 the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy or mitigate the effects of the Minimum Period of Use Breach and if within a period of 30 Business Days following service of such notice:

- (a) the breach or failure has not been remedied;
- (b) where so permitted by the GLA the Grant Recipient has not given an undertaking to remedy or mitigate the effects of the breach on terms satisfactory to the GLA; or
- (c) if it becomes apparent that Minimum Period of Use Breach is incapable of remedy either within such period or at all,

the GLA shall be entitled on giving not less than ten Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement terminate the Agreement insofar as it relates to the RSAP Dwelling to which the Minimum Period of Use Breach relates.

5.4.5 an occurrence specified in Condition 5.1.22 the GLA shall be entitled forthwith and without any liability to the Grant Recipient but without determining the whole of this Agreement terminate the Agreement insofar as it relates to the RSAP Dwelling to which the Minimum Period of Use Breach relates.

5.5 Where the GLA purports to terminate this Agreement in accordance with this Condition 5 and the Grant Recipient disputes its entitlement to do so the provisions of Condition 28 shall apply.

6 **Indicative Projects**

6.1 The Grant Recipient confirms that such details of the Indicative Projects comprised in the Original Approved Bid as are required by the GLA have been included in OPS by the date of this Agreement.

6.2 If the Indicative Projects are accepted by the GLA in OPS (pursuant to Condition 17.3 or otherwise) the Grant Recipient acknowledges that the terms of this Condition 6 apply from the date of that acceptance.

6.3 The Grant Recipient must ensure that the Indicative Projects are worked up so that the Committed Number of Indicative Dwellings are:

6.3.1 profiled into Named Projects on OPS in accordance with the procedures set out in Condition 7.1; and

6.3.2 achieve Start on Site in the relevant SoS Year.

6.4 If the Grant Recipient fails to comply with its obligations in Condition 6.3 the GLA shall be entitled to reduce the Indicative Allocation by the Reduction Amount and shall have no further obligation to the Grant Recipient in relation to any Non Compliant Dwellings whether profiled into a Named Project or otherwise.

6.5 Any reduction in the Indicative Allocation will result in a commensurate reduction in the Allocated Grant.

6.6 Once an Indicative Project has been profiled into a Named Project on OPS in accordance with Condition 7.1, the Indicative Allocation shall be reduced by an amount equal to the Named Project Grant allocated to that Named Project.

7 Named Projects – Submission Procedures

7.1 Where the Grant Recipient identifies a New Named Project, it must give to the GLA such details as the GLA may require, including any proposed Named Project Details required by OPS in respect of the New Named Project

7.2 In submitting the details of each New Named Project, the Grant Recipient is deemed to represent and warrant to the GLA that:

7.2.1 such project:

- (a) is consistent with the Approved Bid;
- (b) is in its opinion (acting reasonably) deliverable in accordance with the Named Project Delivery Timetable and the Submitted Standards;
- (c) comprises no Public Sector Funding beyond that identified in the Named Project Details;
- (d) will comprise no dwellings which have not been specifically procured for use by persons which meet the description in the Target Client Group;

7.2.2 the Grant Recipient:

- (a) possesses or will possess a Secure Legal Interest;
- (b) has provided the GLA with the Site Pipeline Plan and any required Site Pipeline Evidence in connection with the Named Project if it is a Named Project (Short Interest);
- (c) has obtained all Consents necessary for the lawful delivery of the Named Project to the Submitted Standards and in accordance with the Named Project Details (as are then required);
- (d) has complied with all applicable requirements of the Affordable Housing Capital Funding Guide in relation to the Named Project;
- (e) has sufficient funds (in addition to Named Project Grant) whether from its own resources or otherwise to deliver the Named Project to the Submitted Standards and in accordance with the Named Project Details;
- (f) is not subject to any Direction nor do any circumstances exist which would permit such a Direction to be issued;
- (g) no Report has been made nor is it aware of any circumstances which would give rise to the making of such a Report; and

7.2.3 the initial rent level for any RSAP Dwelling shall be set at or below the level set out in the Named Project Details.

7.3 If the GLA (acting reasonably) is satisfied with the details submitted under Condition 7.1 and considers that the New Named Project is consistent with the Approved Bid (including the project cost information and information in relation to the level of the Grant Recipient's contribution), it will, subject to Condition 5.4 confirm its acceptance of the New Named Project to the Grant Recipient through OPS.

7.4 With effect from the Acceptance Date, the New Named Project shall constitute a Named Project and shall be subject to the whole terms and conditions of this Agreement.

7.5 The GLA has no obligation to make any payment of grant in respect of a Named Project unless and until it has confirmed its acceptance of it in the manner described in Condition 7.3.

7.6 The GLA may at its absolute discretion vary the percentages attributed to First Tranche Grant and Second Tranche Grant from time to time save that no such variation will take effect in relation to any Named Project which has been confirmed as such by the GLA in OPS and in relation to which the First Tranche Grant has been paid.

7.7 Under no circumstances shall the GLA be obliged to accept any Named Project if the GLA (acting reasonably) believes that it does not, will not or is unlikely to have sufficient financial resources available to it (taking account inter alia of its commitments under the RSAP or other programme commitments) to provide Named Project Grant in relation to the relevant project.

8 **Named Project Obligations**

8.1 The Grant Recipient must in relation to each Named Project:

8.1.1 carry out the acquisition of the Site and procure the completion of the Works (as applicable) so that:

- (a) the Named Project is (subject to Condition 9.1) Delivered and made available for letting in accordance with the Named Project Delivery Timetable;
- (b) when delivered, the Named Project fully complies with the Named Project Details and meets the Submitted Standard;
- (c) any applicable requirements of the London Plan are satisfied; and
- (d) any applicable requirements of Procurement Law and the Consents are complied with,

(collectively the **Named Project Obligations**);

8.1.2 take such steps as are necessary to ensure (as far as practicable) the letting of the RSAP Dwellings to Eligible Tenants at the Named Project Completion Date (or as soon as reasonably possible thereafter); and

- 8.1.3 promptly notify the GLA in writing of any failure or likely failure to comply with Condition 8.1.1(a).
- 8.2 Where a Named Project is an Estate Regeneration Project the Grant Recipient must:
 - 8.2.1 comply with the obligations set out in Section 8 of the Affordable Housing Capital Funding Guide; and
 - 8.2.2 provide GLA with either:
 - (a) the Compliance Checklist, where the Resident Ballot Requirement applies; or
 - (b) in any other circumstances, the Exemption Certificatebefore the First Tranche Grant is claimed pursuant to Condition 10.1.
- 8.3 In delivering the Named Project and in operating and administering the Named Project after Completion, the Grant Recipient must: observe and comply with Legislation, the applicable terms of the Affordable Housing Capital Funding Guide, Recovery Determination and the Consents.
- 8.4 The Grant Recipient shall procure that the GLA's Representative (or any person nominated by him) shall (subject to the terms of the occupier's tenancy agreement) have at all reasonable times and upon giving reasonable notice the right to enter a RSAP Dwelling and to take such action as he considers appropriate to monitor compliance by the Grant Recipient with its obligations under this Agreement.
- 8.5 The Grant Recipient must notify the GLA in writing (save in respect of Conditions 8.5.1 and 8.5.3, where notification is required to be given through OPS):
 - 8.5.1 immediately once Start on Site, the Planning Approval Date and Completion has occurred with respect to each Named Project;
 - 8.5.2 immediately, in the event of the receipt by it of any other Public Sector Funding or guarantees of it, or the offer of the same, in respect of a Named Project (or any part of it) beyond any amount of Public Sector Funding notified to the GLA by the Grant Recipient pursuant to Condition 7.2;
 - 8.5.3 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect;
 - 8.5.4 of any other event or circumstance in relation to a Named Project as the GLA may reasonably require from time to time and within such timeframes as the GLA may reasonably require.
- 8.6 Without prejudice to Condition 8.3, the Grant Recipient must in operating and administering each Named Project after Completion:
 - 8.6.1 not without GLA's prior written consent (such consent to be given or withheld in GLA's absolute discretion) use the RSAP Dwellings:

- (a) for any purpose other than the Agreed Purposes and for any period shorter than the Minimum Period of Use; or
 - (b) to accommodate individuals from outside of the Target Client Group;
 - 8.6.2 subject to any contrary requirement of Legislation comply with the Rent Standard and the Tenancy Standard to the extent applicable to the RSAP Dwelling and with applicable Guidance;
 - 8.6.3 not charge a higher initial rent in relation to a RSAP Dwelling than set out in the relevant Named Project Details and ensure that such rent continues to be set and charged in accordance with the applicable criteria and requirements of the Rent Standard and this Agreement;
 - 8.6.4 comply with the GLA's requirements in relation to Compliance Audit;
 - 8.6.5 procure and comply with all necessary Consents relevant to the nature and operation of the RSAP Dwelling;
 - 8.6.6 offer to each resident of the RSAP Dwellings a tenancy which reflects the Tenancy Type for the Tenancy Term agreed with the GLA on OPS;
 - 8.6.7 comply with the provisions of Condition 14; and
 - 8.6.8 observe and comply with applicable requirements of the Affordable Housing Capital Funding Guide in relation to:
 - (a) the purpose, client group, letting, management and disposal of the RSAP Dwellings; and
 - (b) the nature of the housing and/or housing products (as described in the Affordable Housing Capital Funding Guide) being funded pursuant to this Agreement;
 - 8.6.9 comply with (and where relevant ensure that the Tenancy Support Services Provider complies with) the terms of any Service Level Agreement, any Tenancy Support Services Agreement, any Clearing House Policies and the Nominations Protocol;
 - 8.6.10 provide the GLA with Exemption Evidence prior to a Nominating Body nominating an individual from the Target Client Group for accommodation into any Exempt Accommodation (where applicable);
 - 8.6.11 where applicable, participate in the CORE system from time to time (including recording any lettings made); and
 - 8.6.12 ensure that where a Named Project is subject to the Resident Ballot Requirement, the proposals set out in the Landlord Offer are complied with.
- 8.7 The Grant Recipient shall ensure that the GLA's requirements from time to time in relation to public relations and publicity for capital projects (including site signage) as notified to the Grant Recipient from time to time or otherwise as included in the Affordable Housing Capital Funding Guide are observed and implemented in respect of each Named Project.

- 8.8 In discharging its obligations under this Agreement, the Grant Recipient must act at all times with the utmost good faith, with the intent to deliver the Approved Bid as appended to this Agreement and with proper regard to the need for efficiency in the use of public funds.
- 8.9 The Grant Recipient must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and comply with the GLA's anti-fraud and corruption policies, a copy of which is available here:<https://www.london.gov.uk/about-us/governance-and-spending/good-governance/our-procedures>, in each case as the GLA or the relevant industry body may update from time to time.
- 8.10 Where the Grant Recipient is aware that it is in breach of an obligation under this Condition 8 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.
- 8.11 Notwithstanding any other provision of this Agreement the Grant Recipient shall, unless otherwise agreed by the GLA, remain liable and responsible for the performance of its obligations under this Agreement in relation to each RSAP Dwelling.
- 8.12 Where the Grant Recipient is aware that there is a breach of an obligation under this Condition 8 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy or procure the remedy of the breach.

9 Changes to Named Projects

- 9.1 The parties may from time to time agree changes to the Named Project Details or the Indicative Projects and where such changes are agreed they shall be implemented by the Grant Recipient amending the Named Project Details or Indicative Projects in OPS and the electronic confirmation of that amendment by the GLA through OPS and in default of agreement the parties will be bound by the Named Project Details or Indicative Projects as they existed prior to the changes proposed under this Condition 9.1.
- 9.2 Where a Milestone Failure occurs or is in the opinion of the GLA reasonably likely to occur (having regard to any information provided pursuant to any of Condition 3, or 8 or otherwise) and:
- 9.2.1 where such failure is directly caused by a Milestone Extension Event the GLA shall, subject always to Condition 9.4, extend the relevant Milestone Date and associated Named Project Completion Date by such period as it (acting reasonably) considers appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event; or
- 9.2.2 where such failure is not directly caused by a Milestone Extension Event, the GLA shall notify the Grant Recipient of the Milestone Failure and the parties shall within fifteen (15) Business Days of such notification seek to agree revised Milestone Dates and:
- (a) where revised Milestone Dates are agreed within such period the Grant Recipient shall promptly amend the Milestone Dates in accordance with Condition 9.1; or

- (b) where revised Milestone Dates are not agreed within such period the Milestone Failure shall be treated as a Default Event under Condition 5.1.11.

9.3 The GLA shall not be obliged to extend a Milestone Date:

9.3.1 unless a Milestone Extension Event exists; or

9.3.2 in circumstances where such extension would (when taken individually or together with other extensions in relation to the Grant Recipient) in the GLA's reasonable opinion materially and adversely affect the delivery of the Approved Bid or (when taken individually or together with other extensions allowed in relation to the Grant Recipient or other grant recipients of the RSAP) materially and adversely affect the GLA's projected expenditure profile in relation to any year of the RSAP and in particular (but without limitation) such expenditure profile in relation to the last quarter of the relevant Financial Year.

9.4 The parties may agree to extend any Milestone Date in accordance with the process set out in Condition 9.1 provided that the GLA shall not under any circumstances be required or obliged to extend a Named Project Completion Date:

9.4.1 for any Indicative Project or Named Project comprised in the Original Approved Bid beyond 31 March 2021; or

9.4.2 any Additional Project beyond the date set out in OPS by which Completion must be achieved,

but may at its sole discretion elect to do so.

10 **Grant Claim Procedures**

10.1 Subject to:

10.1.1 a Named Project having reached the First Claim Stage (and where such Named Project is an Estate Regeneration Project, the Estate Regeneration Funding Condition having been satisfied);

10.1.2 the Condition Precedent having been satisfied; and

10.1.3 the relevant Grant Recipient being in possession of a Secure Legal Interest,

the Grant Recipient may apply to the GLA for the First Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in compliance with the applicable procedures relating to grant claims and payments set out in the Affordable Housing Capital Funding Guide.

10.2 In submitting an application pursuant to Condition 10.1 the Grant Recipient is deemed to repeat the representations and warranties made at Condition 7.2 and further represent and warrant to the GLA that:

10.2.1 the Named Project has been or will be procured, designed and Delivered in accordance with the Submitted Standards and the requirements of this Agreement;

- 10.2.2 unless otherwise expressly agreed by the GLA on OPS, the Named Project has achieved Start on Site and that such date is no later than that submitted therefor in OPS;
- 10.2.3 all confirmations and certifications made or to be made by the Grant Recipient, in OPS (or as otherwise required by this Agreement) in relation to the Named Project have been or will be correct in all material respects;
- 10.2.4 the Grant Recipient is a Registered Provider and retains its status as an Investment Partner;
- 10.2.5 no Withholding Event or Default Event has occurred or arisen;
- 10.2.6 all Consents necessary for the lawful acquisition of the RSAP Dwellings and the delivery of the Named Project to the Submitted Standard as are then required have been obtained or to the extent that they are not obtained that the Grant Recipient has taken all necessary steps to obtain them (or to procure that they are obtained), and is waiting only for the Relevant Authority to issue them and is not aware (having made all reasonable enquiries) of any reason why such Consents will not be given or issued;
- 10.2.7 Condition 4.2.2 has (or will be) complied with in the timescales required;
- 10.2.8 where applicable, a Service Level Agreement has been (or will be) entered into with Clearing House prior to any nomination to a RSAP Dwelling in compliance with Condition 2.7
- 10.2.9 either:
 - (a) the Named Project is not an Estate Regeneration Project; or
 - (b) the Estate Regeneration Requirement has been or will be complied with and to the best of the Grant Recipient's knowledge (having made all reasonable and proper enquiries):
 - i no material facts or circumstances exist which prejudice such compliance or mean that the Compliance Checklist or the Exemption Certificate (as applicable) is no longer correct in all material respects; and
 - ii the Exemption Certificate remains extant and has not been withdrawn by the GLA; and
- 10.2.10 the Grant Recipient:
 - (a) possesses a Secure Legal Interest for each RSAP Dwelling comprised in the Named Project and the Site is Available; and
 - (b) where such Secure Legal Interest is comprised of a lease or licence which has an unexpired duration which is shorter than the Minimum Period of Use, the Grant Recipient has complied with Condition 2.10;

- 10.2.11 the Grant Recipient it is not subject to any Direction nor do any circumstances exist which would permit such a Direction to be issued;
 - 10.2.12 no Report has been made nor is it aware of any circumstances which would give rise to the making of such a Report; and
 - 10.2.13 the Grant Recipient or (where relevant) their superior landlord does not appear on the London Rogue Landlord and Agent Checker database maintained by the GLA; and
 - 10.2.14 where a Named Project comprises any Exempt Accommodation, the Grant Recipient has provided (or will provide) the GLA with the Exemption Evidence before the Nominating Body nominates an individual from the Target Client Group for accommodation into any RSAP Dwelling;
 - 10.2.15 the Named Project comprises (or will comprise) no dwellings which have not been specifically designed for use by those in the relevant Target Client Group or do not (or will not) meet the Submitted Standards;
- 10.3 Subject to a Named Project having reached the Second Claim Stage, the Grant Recipient may apply to the GLA for the Second Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.
- 10.4 In submitting an application pursuant to Condition 10.3 the Grant Recipient repeats the representations and warranties at Condition 10.2.1, 10.2.3 to 10.2.15 (inclusive) and further represents and warrants to the GLA that the Named Project has reached Completion (unless otherwise expressly agreed by the GLA on OPS) and meets the Submitted Standards.
- 10.5 Where the First Tranche Grant comprises the total Named Project Grant for a Named Project the Grant Recipient:
- 10.5.1 must make an application on OPS in accordance with Condition 10.3 within ten Business Days of Completion of the relevant Named Project as if it were applying for Second Tranche Grant; and
 - 10.5.2 will be deemed to make the representations and warranties set out in Condition 10.4 with respect to the relevant Named Project at the time of submitting such application in OPS.

11 **Payment of Named Project Grant**

11.1 Subject to:

- 11.1.1 the GLA (acting reasonably) being satisfied with the Grant Recipient's application for payment including the information warranted under this Agreement;
- 11.1.2 Conditions 9, 11.3, 11.4 and 12; and
- 11.1.3 the Condition Precedent having been satisfied,

the GLA shall (resources permitting) pay the First Tranche Grant or the Second Tranche Grant (as applicable) to the Grant Recipient within ten Business Days of receipt of the satisfactory application.

11.2 If the GLA is not satisfied with the Grant Recipient's application for payment, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for payment identifying the reason for its dissatisfaction. The GLA must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of Conditions 10 and 11 (as applicable) will be reapplied to the Grant Recipient's resubmitted or amended application for payment.

11.3 The GLA shall not be obliged to pay the Grant Recipient any Tranche before the date identified in the Named Project Details as the applicable forecast Milestone Date.

11.4 The GLA shall not be obliged to pay any Tranche if the Named Project has not:

11.4.1 been accepted by the GLA through OPS; and

11.4.2 achieved:

(a) Start on Site;

(b) Completion; or

(c) where expressly agreed by the GLA, such other Milestone;

by the relevant Milestone Date identified in the Named Project Details which GLA has expressly agreed (subject to any extension to such date pursuant to Condition 9).

11.5 Where the GLA pays Named Project Grant to the Grant Recipient, the Allocated Grant shall be reduced by a commensurate amount.

11.6 The GLA shall not be obliged to make any payment by way of Named Project Grant or otherwise in respect of any Named Project comprised in the Original Approved Bid which in its opinion is unlikely to achieve Completion by 31 March 2021 (but may at its sole discretion elect to do so).

11.7 The payment of Named Project Grant or any part thereof hereunder by the GLA to the Grant Recipient shall be regarded as exclusive of any VAT chargeable thereon.

12 **Withholding of Named Project Grant**

12.1 Notwithstanding any other term of this Agreement the GLA shall not be obliged to make any payment to the Grant Recipient where:

12.1.1 the Named Project has not been Delivered in accordance with the Named Project Details or to the Submitted Standards or in accordance with the Named Project Delivery Timetable (in circumstances where the GLA was unable to agree revised Milestone Dates);

- 12.1.2 the Grant Recipient is unable to give the confirmations or certifications required by OPS or to make the representations and give the warranties referred to in this Agreement (in any case in whole or in part);
 - 12.1.3 a Prohibited Act has been committed by or on behalf of the Grant Recipient and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;
 - 12.1.4 the Grant Recipient is subject to a Direction or a Report which has or will have a Material Adverse Effect;
 - 12.1.5 the Grant Recipient has ceased to operate or trade;
 - 12.1.6 the Grant Recipient's status as a Registered Provider or Investment Partner is removed, relinquished or withdrawn or GLA becomes aware that such status is likely to be removed, relinquished or withdrawn;
 - 12.1.7 the Regulator directs the GLA not to give grant to the Grant Recipient or formally recommends to it that it should not do so;
 - 12.1.8 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms reputation of the RSAP or the GLA or brings the GLA or the RSAP into disrepute;
 - 12.1.9 the Grant Recipient has failed to comply with its obligations under any of Conditions 2, 3, 4, 5, 8, 13 to 15 (inclusive) or 19; and
 - 12.1.10 any consent necessary to deliver a Named Project or the Approved Bid (as applicable) is revoked or withdrawn;
- 12.2 Without prejudice to any other term of this Agreement, where the GLA determines (acting reasonably) that proper progress against the Grant Recipient's projections in the Approved Bid has not been made by the Grant Recipient in securing the provision of RSAP Dwellings in accordance with the Approved Bid, the GLA shall be entitled (acting reasonably) and without any liability to the Grant Recipient permanently to withhold any Named Project Grant and to reallocate it to a third party. Nothing in this Condition 12.2 shall preclude the GLA from withholding the relevant Named Project Grant on any other ground.

13 Repayment of Grant by Grant Recipient

- 13.1 The parties acknowledge and agree that:
- 13.1.1 the Recovery Determination has effect (mutatis mutandis) in respect of grant paid under this Agreement and that each party has the respective rights and obligations described in such determination;
 - 13.1.2 for the purposes of the Recovery Determination the terms of this Agreement represent the conditions attached to the making of Capital Grant;
 - 13.1.3 the RSAP Dwellings constitute Property funded by Capital Grant and GLA may exercise its powers of Recovery against the Grant Recipient on the occurrence of a Relevant Event; and

13.1.4 on the occurrence of a Relevant Event the Grant Recipient must recycle or repay (as applicable) the Capital Grant Recoverable in each case in accordance with the terms of the Recovery Determination or with the GLA's prior written approval apply the Capital Grant Recoverable towards a Substitute Project approved by the GLA pursuant to Condition 15.

13.2 Without prejudice to any other term of this Agreement, the GLA reserves the right whether following termination of this Agreement or otherwise (which right the Grant Recipient expressly acknowledges and agrees) to recover from the Grant Recipient such sum or such part or aggregation thereof as is determined in accordance with Condition 13.3 (the **Recoverable Amount**) in circumstances where:

13.2.1 a Prohibited Act has occurred and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;

13.2.2 the relevant Tranche has been paid to the Grant Recipient on the basis of a misrepresentation made by or on behalf of the Grant Recipient other than in the circumstances specified in Condition 13.2.4;

13.2.3 the GLA has made an overpayment in relation to a Named Project or has made a payment in error to the Grant Recipient;

13.2.4 the Named Project Grant has been paid to the Grant Recipient but the GLA becomes aware (whether following the completion of a Compliance Audit or otherwise) that the Grant Recipient has failed to deliver the relevant Named Project in accordance with the agreed Named Project Details;

13.2.5 the Grant Recipient has breached its obligations under Condition 8;

13.2.6 the Grant Recipient is subject to a Direction or a Report which has or will have a Material Adverse Effect;

13.2.7 a Partial Termination Event has occurred;

13.2.8 a Total Termination Event has occurred;

13.2.9 an Estate Regeneration Default has occurred;

13.2.10 there is a Minimum Period of Use Termination Event and/or Condition 15.8 applies;

13.3 In the circumstances set out in:

13.3.1 any of Conditions 13.2.1, 13.2.6 or 13.2.8 the Recoverable Amount shall be a sum equivalent to the aggregate of all Named Project Grant paid to the Grant Recipient under or in connection with this Agreement;

13.3.2 any of Conditions 13.2.2, 13.2.5, 13.2.7 or 13.2.9 the Recoverable Amount shall be a sum equivalent to the Named Project Grant for any affected Named Project;

13.3.3 Condition 13.2.3, the Recoverable Amount shall be a sum equal to the amount of the overpayment or the sum paid in error;

13.3.4 Condition 13.2.4, subject always to Condition 13.4, the Recoverable Amount shall be determined in accordance with the following procedure:

- (a) the parties (acting in good faith) shall seek to agree within 15 Business Days of the Non Compliance Notification Date a revised figure for the Named Project Grant figure reflecting the changed nature of the delivered Named Project as against that described in the Named Project Details;
- (b) where a revised figure for Named Project Grant is agreed, the Recoverable Amount shall be the product of the following calculation:

$$RA = NPG - RNPG$$

where

RA is the Recoverable Amount;

NPG is the Named Project Grant paid pursuant to Condition 12.1 in respect of the relevant Named Project; and

RNPG is the revised Named Project Grant figure agreed pursuant to Condition 13.3.4(a);

- (c) the Grant Recipient shall immediately amend the relevant information on OPS in respect of the relevant Named Project to reflect the agreement made pursuant to Condition 13.3.4(a);
- (d) where the parties are unable to agree a revised Named Project Grant figure in accordance with Condition 13.3.4(a) the GLA shall be entitled to exercise its termination rights under Condition 5.4.3 and the Recoverable Amount shall be an amount equal to the Named Project Grant paid pursuant to Condition 11.1 in respect of the relevant Named Project;
- (e) under no circumstances will the GLA be required to make any payment to the Grant Recipient if the application of the calculation in Condition 13.3.4(b) results in RA being a negative figure;

13.3.5 Condition 13.2.10, the Recoverable Amount shall be an amount equal to the product of the following calculation:

$$RA = NPG - Utilised Grant$$

where

RA is the Recoverable Amount;

NPG is such amount of Named Project Grant paid to the Grant Recipient in respect of the relevant RSAP Dwelling (as set out in OPS);

$$Utilised Grant = (NPG/A) \times B$$

A is the Minimum Period of Use expressed as a number of months for the RSAP Dwelling which is the subject of the Minimum Period of Use Breach (the **Lapsed RSAP Dwelling**); and

B is the number of months which GLA determines that the Lapsed RSAP Dwelling was used without a Minimum Period of Use Breach arising;

- 13.4 Where the GLA (acting reasonably) considers that the Grant Recipient acted fraudulently or dishonestly in claiming the Named Project Grant for the relevant Named Project, the GLA shall be entitled to treat such claim as a Prohibited Act for the purposes of Condition 5.1 and will not be bound by the terms of Condition 13.3.4.
- 13.5 The Grant Recipient acknowledges and agrees that the letting of a RSAP Dwelling to any person who does not fall within the relevant Target Client Group or a failure to use a RSAP Dwelling for the Agreed Purposes or for less than the Minimum Period of Use (save where the GLA has provided consent in accordance with Condition 8.6.1) constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.
- 13.6 The Grant Recipient shall pay interest at two per centum (2%) above the base rate from time to time of the Royal Bank of Scotland plc on all sums which fall to be repaid pursuant to this Condition 13 such interest to run from the date upon which the Named Project Grant (or relevant part thereof), overpayment or payment in error (as applicable) was paid to the Grant Recipient until the date upon which the GLA receives the repayment required from the Grant Recipient under this Condition 13 .
- 13.7 The parties acknowledge that the Late Payment of Commercial Debts (Interest) Act 1998 does not apply to this Agreement.
- 13.8 Notwithstanding any other term of this Condition 13, where a payment has been made following an administrative error by the GLA, the Grant Recipient shall not be liable for interest on the amount repayable under Condition 13.6.

14 **Disposals and Site Substitution**

- 14.1 The Grant Recipient must provide a Disposal Notification to the GLA of any Disposal prior to such Disposal taking place.
- 14.2 The Grant Recipient will:
- 14.2.1 use all reasonable endeavours to ensure that that any person providing the Disposal Notification, Compliance Checklist, or any other notifications or certificates from the Grant Recipient to the GLA (the **Grant Recipient Notifications**) is a senior officer of the Grant Recipient with access to the information and knowledge needed accurately to give the information required; and
- 14.2.2 notify the GLA if:
- (a) it becomes aware that the Grant Recipient Notifications are erroneous in any material respect;

- (b) the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) have changed so that such document is no longer correct in all material respects; or
- (c) an Exemption Certificate expires.

14.3 The Grant Recipient must deliver each RSAP Dwelling comprised in a Named Project on the Site identified to the GLA on OPS and may not re-locate an RSAP Dwelling from such Site to a different site (until the expiry of the Minimum Period of Use) other than in accordance with the provisions of Condition 14.4 to 14.11 below.

14.4 The Grant Recipient must notify the GLA at least six months (or in such other period as the GLA may agree in its absolute discretion) before:

14.4.1 the expiry of any lease or license granted to the Grant Recipient over a Site; and

14.4.2 the date of any proposed Site Substitution.

14.5 In providing notification under Condition 14.4, the Grant Recipient will also submit to the GLA such details of any proposed Alternative Site as the GLA may require (and in such form as the GLA may require) including:

14.5.1 the identification of the proposed Alternative Site and whether such site was included in the Site Pipeline Plan;

14.5.2 the nature and length of the Secure Legal Interest which the Grant Recipient possesses (or will possess) with respect to the proposed Alternative Site;

14.5.3 evidence that the proposed Alternative Site is Available (or will be Available at the time of the Site Substitution);

14.5.4 evidence that the relevant RSAP Dwellings will be vacant at the time of the proposed Site Substitution and the steps the Grant Recipient has taken (or will take) to secure suitable alternative accommodation for the Tenants of any RSAP Dwellings which will be affected by the proposed Site Substitution; and

14.5.5 any impact which the proposed Site Substitution may have on the Minimum Period of Use.

14.6 In submitting the above information to the GLA the Grant Recipient repeats the representations and warranties set out in Condition 7.2 with respect to the relevant Named Project and further represents and warrants that the information provided to the GLA in connection with the proposed Site Substitution is accurate and correct in all material respects.

14.7 The GLA shall consider the proposed Alternative Site and if the GLA (in its absolute discretion) is satisfied (a) with the information provided, (b) that Tenants of the RSAP Dwellings being relocated will not be adversely impacted by the Site Substitution (c) with the description and suitability of the proposed Alternative Site (d) with the impact of the Site Substitution on the Minimum Period of Use (e) with the Grant Recipient's performance in relation to the Approved Bid to date, (f) that no Default Event subsists and (g) with such

other matters as the GLA may from time to time determine, the GLA shall be entitled (but not obliged) to accept the proposed Alternative Site and shall confirm its acceptance of the Alternative Site to the Grant Recipient through OPS.

- 14.8 With effect from the date that the Alternative Site is accepted by the GLA on OPS the Alternative Site shall be deemed to be the Site for the Named Project
- 14.9 The GLA may require the Grant Recipient to use all reasonable endeavours to identify an Alternative Site and submit details of such Alternative Site pursuant to Condition 14.5, where it becomes aware, whether pursuant to a Review Meeting or otherwise, that the status or nature of the Site and/or the Grant Recipient's Secure Legal Interest in such Site could, in GLA's opinion (acting reasonably), prejudice the Minimum Period of Use or otherwise impact upon the availability of an RSAP Dwelling for use in accordance with this Agreement.
- 14.10 Where the Grant Recipient fails to notify the GLA pursuant to Condition 14.4 or to procure a Site Substitution which is accepted by the GLA pursuant to Conditions 14.6 to 14.10 this shall be treated as a Minimum Period of Use Breach under Condition 5.1.20 with respect to each RSAP Dwelling comprised within the relevant Named Project.
- 14.11 Any amendments to the Named Project Details agreed between the parties in connection with a Site Substitution will be implemented in accordance with Condition 9.1.
- 14.12 Where the Grant Recipient is aware that there is a breach of an obligation under this Condition 14 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy or procure the remedy of the breach.

15 **Substitute Projects**

15.1 Until the expiry of the Minimum Period of Use of a RSAP Dwelling, the Grant Recipient must as soon as reasonably practicable:

15.1.1 and in any event no later than 30 Business Days prior to the relevant Expiry Date, notify the GLA if it intends that the relevant RSAP Dwelling will remain occupied by its current Tenant (the **Occupying Tenant**) after the Expiry Date; and

15.1.2 notify the GLA if a RSAP Dwelling has or will become unavailable for occupation permanently (the **Unavailability Notification**),

(in either case, the **Original Dwelling**).

15.2 In providing the notification under Condition 15.1.1, the Grant Recipient shall also submit to the GLA such evidence as the GLA may require to demonstrate that the Grant Recipient has tried to secure appropriate alternative accommodation for the Occupying Tenant.

15.3 The GLA shall consider any evidence provided by the Grant Recipient under Condition 15.2 and if (in its absolute discretion):

15.3.1 it is satisfied that the Grant Recipient has used its reasonable endeavours to secure appropriate alternative accommodation for the relevant Occupying Tenant, no Substitute Dwelling Details shall, subject to Condition 15.10, be

required to be submitted to the GLA pursuant to Condition 15.4 and the GLA will notify the Grant Recipient to confirm that no Substitute Dwelling Details are required to be submitted for the Occupation Period (the **Occupation Notification**); or

15.3.2 the GLA is not satisfied (in its absolute discretion) that the Grant Recipient has used its reasonable endeavours to secure appropriate alternative accommodation for the relevant Tenant, the GLA shall notify the Grant Recipient in writing (the **Substitution Notification**).

15.4 The Grant Recipient must submit to the GLA

15.4.1 within ten Business Days of receipt of the Substitution Notification; or

15.4.2 contemporaneously with the Unavailability Notification,

such details (the **Substitute Dwelling Details**) of a proposed Substitute Dwelling (the **Substitute Project**) as the GLA may require through OPS or such other method as the GLA may require, together with details of the Tenancy Support Services which will be provided to the Tenant of the incoming Substitute Dwelling and any Tenancy Support Funding Arrangements.

15.5 In submitting the Substitute Dwelling Details pursuant to Condition 15.4, the Grant Recipient:

15.5.1 makes the same representations and warranties in relation to the proposed Substitute Project as it makes to the GLA pursuant to Condition 7.2;

15.5.2 represents and warrants to the GLA that if the Substitute Project is accepted by the GLA:

(a) the Grant Recipient has (or within two weeks of the Substitute Project Acceptance Date will have) a Secure Legal Interest in the proposed Substitute Project;

(b) the Substitute Project will be available for occupation within two weeks of the Substitute Project Acceptance Date (or such later date as the GLA as expressly agreed);

(c) the Minimum Period of Use provided by the Substitute Project will be no less than the unexpired term of the Minimum Period of Use of the Original Dwelling;

(d) the Substitute Project is at least the same size (by square meter and by bedroom number) as the Original Dwelling (unless the GLA has otherwise expressly agreed);

(e) the Nominations Protocol, Tenancy Type and Tenancy Term set out on OPS with respect to the Original Dwelling will, unless the GLA has agreed otherwise on OPS, continue to apply to the Substitute Project for the unexpired term of the Minimum Period of Use of the Original Dwelling;

- (f) details of the Tenancy Support Services which will be provided to the incoming Tenant of the Substitute Project and the Tenancy Support Funding Arrangements provided to the GLA are true, complete and accurate in all respects; and
- (g) that the amount of Named Project Grant paid to it in respect of the Original Dwelling shall be deemed to have been paid to it in respect of the Substitute Project and that any grant repayment obligations assumed by the Grant Recipient under this Agreement in respect of the Original Dwelling are assumed by it in respect of the Substitute Project;

15.5.3 represents warrants and undertakes that the amount of Named Project Grant paid to it in respect of the Original Dwelling shall be deemed to have been paid to it in respect of the Substitute Project if accepted by the GLA under Condition 15.6.

15.6 The GLA shall consider the Substitute Project and if the GLA (in its absolute discretion) is satisfied (a) with the information provided, (b) that the Tenancy Support Services for the incoming Tenant are satisfactory (c) with the description and suitability of the proposed Substitute Project (d) with the Grant Recipient's performance in relation to the Approved Bid to date, (e) that no Default Event subsists and (f) with such other matters as the GLA may from time to time determine:

15.6.1 the GLA shall be entitled (but not obliged) to accept the Substitute Project into the Approved Bid as a substitute Named Project; and

15.6.2 provided that all relevant Substitute Dwelling Details have been correctly uploaded to OPS and OPS accurately reflects the quantum of Named Project Grant allocated to the Substitute Project,

it shall confirm its acceptance of the Substitute Project into the Approved Bid to the Grant Recipient through OPS.

15.7 With effect from the Substitute Project Acceptance Date:

15.7.1 the Substitute Project shall be deemed to be a Named Project for the purposes of this Agreement and immediately subject to its whole terms and conditions;

15.7.2 the Substitute Dwelling comprised within the Substitute Project shall be deemed to be a RSAP Dwelling for the purposes of this Agreement and immediately subject to its whole terms and conditions;

15.7.3 the Approved Bid shall be deemed to be varied to include the Substitute Project;

15.7.4 the details set out by the Grant Recipient in respect of the Substitute Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Named Project Details for the purposes of this Agreement; and

15.7.5 the amount of Named Project Grant paid to the Grant Recipient in respect of the Original Dwelling shall be deemed to have been paid to it in respect of the Substitute Project and any grant repayment obligations assumed by the Grant

Recipient under this Agreement in respect of the Original Dwelling are assumed by it in respect of the Substitute Project.

- 15.7.6 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such Substitute Project.
- 15.8 If the Grant Recipient fails to comply with Conditions 15.1, 15.4, 15.10 or the GLA does not accept the Substitute Project, the terms of Conditions 13.2.10 and 13.3.5 shall apply.
- 15.9 The Grant Recipient must notify Clearing House and (where applicable the Alternative Nominating Body) as soon as reasonably practicable:
 - 15.9.1 where Condition 15.3.1 applies; or
 - 15.9.2 upon becoming aware that the GLA has (or has not) accepted a Substitute Project.
- 15.10 The parties acknowledge and agree:
 - 15.10.1 a confirmation provided by the GLA that no Substitute Dwelling Details are required to be submitted to the GLA pursuant to Condition 15.3.1 shall be valid until the expiry of the Occupation Period;
 - 15.10.2 30 Business Days prior to the expiry of the Occupation Period, the Grant Recipient must provide the GLA with such evidence as the GLA may require to demonstrate that the Grant Recipient has continued to try to secure appropriate alternative accommodation for the Occupying Tenant in the relevant Occupation Period, and if the GLA:
 - (a) is satisfied with such evidence, Condition 15.3.1 will apply (*mutatis mutandis*); or
 - (b) is not satisfied with such evidence, Condition 15.3.2 will apply and the Grant Recipient will (pursuant to Condition 15.4) be required to submit Substitute Dwelling Details to the GLA within ten Business Days of receipt of a Substitution Notification from the GLA;
 - 15.10.3 the Grant Recipient must continue to try to secure appropriate alternative accommodation for any Occupying Tenant in the relevant Occupation Period and the obligation to provide the GLA with evidence to demonstrate this pursuant to Condition 15.10.2 shall apply (*mutatis mutandis*) on each Occupation Trigger Date until:
 - (a) the GLA has provided a Substitution Notification with respect to the relevant Original Dwelling (in which case Condition 15.4 shall apply); or
 - (b) the GLA agrees in writing (in its absolute discretion) that such requirements no longer apply with respect to an Original Dwelling.
- 15.11 Where a Substitute Project is accepted by the GLA pursuant to Condition 15.6, such Substitute Project (and the Substitute Dwelling comprised within it) shall, from the Substitute Project Acceptance Date, be subject (*inter alia*) to the obligations in this Condition 15.

16 **VAT**

16.1 Except where expressly stated to the contrary in this Agreement:

16.1.1 the amount of any consideration for any supply is expressed exclusive of VAT properly chargeable on it; and

16.1.2 where any consideration for a taxable supply falls to be paid or provided pursuant to this Agreement VAT properly chargeable on the supply will be paid in addition by the recipient of the supply on the provision of a valid VAT invoice for it.

16.2 The payment of Named Project Grant or any part thereof hereunder by the GLA to the Grant Recipient shall be inclusive of any VAT chargeable thereon.

17 **Additional Projects**

17.1 The parties shall be entitled from time to time to agree to add Additional Projects to those comprised within the Original Approved Bid.

17.2 Where Condition 17.1 applies, the Grant Recipient shall submit to the GLA through OPS such details of the proposed Additional Project as the GLA may require. In submitting details of any Additional Named Projects, the Grant Recipient makes the same representations and warranties in relation to the proposed Additional Named Project as it makes to the GLA pursuant to Condition 7.2.

17.3 The GLA shall consider the proposed Additional Project and if the GLA (in its absolute discretion) is satisfied (a) with the information provided, (b) that the Tenancy Support Services for the incoming Tenant are satisfactory (c) with the description and suitability of the proposed Additional Project (d) with the Grant Recipient's performance in relation to the Approved Bid to date, (e) that no Default Event subsists and (f) with such other matters as the GLA may from time to time determine, the GLA shall be entitled (but not obliged) to accept the proposed:

17.3.1 Additional Indicative Project into the Approved Bid as a new Indicative Project;
or

17.3.2 Additional Named Project into the Approved Bid as a new Named Project

and shall confirm its acceptance of such new Indicative Project or Named Project (as applicable) to the Grant Recipient through OPS.

17.4 With effect from the Additional Project Acceptance Date:

17.4.1 any:

(a) Additional Indicative Project shall be deemed to be a Indicative Project and immediately subject to Conditions 6.2 to 6.6 (inclusive) and any other terms and conditions of this Agreement which apply to Indicative Projects;

- (b) Additional Named Project shall be deemed to be a Named Project for the purposes of this Agreement and immediately subject to its whole terms and conditions;
- (c) the details set out by the Grant Recipient in respect of any Additional Named Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Named Project Details for the purposes of this Agreement; and
- (d) the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such new Indicative Project or Named Project (as applicable).

17.5 If the GLA agrees to make available any grant funding in relation to Additional Project, the Allocated Grant will be deemed to be adjusted by the Named Project Grant agreed by the GLA in OPS in relation to the new Indicative Project or Named Project (as applicable).

18 **Subsidy**

18.1 is lawful and complies with the requirements of the United Kingdom Competition Requirement.

18.2 Notwithstanding anything in this Agreement the GLA shall only provide Named Project Grant to the extent that such does not give rise to Unlawful Subsidy.

18.3 Notwithstanding Conditions 18.1 and 18.2 of this Agreement if any Named Project Grant is found to constitute Unlawful Subsidy (or is under investigation or subject to judicial proceedings in relation to compliance with the requirements of the United Kingdom Competition Requirement) then:

18.3.1 the parties acting in good faith will promptly seek to restructure the arrangements surrounding the Named Project Grant and the terms of this Agreement to the extent necessary to ensure that no Unlawful Subsidy subsequently arises from it; and/or

18.3.2 the parties shall promptly cooperate in good faith to provide evidence that the Named Project Grant (or the restructured Named Project Grant) does not or will not give rise to Unlawful Subsidy.

18.4 If any Named Project Grant is found to constitute Unlawful Subsidy and/or is not capable of being restructured so as to be compliant then the Grant Recipient must repay any sum of Unlawful Subsidy plus such interest as is prescribed by the United Kingdom Competition Requirement within fifteen (15) Business Days of the GLA issuing it with a written demand for payment.

19 **Open Book Obligations**

19.1 The Grant Recipient shall on an Open Book Basis:

19.1.1 at all times maintain a full record of particulars of all the income (including Public Sector Funding) received and Project Costs in respect each Named Project;

19.1.2 at all times when reasonably required to do so by the GLA, provide a summary of any of the income and Project Costs referred to in Condition 19.1.1 as the GLA may reasonably require to enable it to monitor the performance by the Grant Recipient of its obligations under this Agreement; and

19.1.3 at all times provide such access or facilities as the GLA may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Condition 19.

19.2 Compliance with the above shall require the Grant Recipient to keep (and where appropriate to procure that any Subcontractor shall keep) separate books of account (from those relating to any business, activity or operation carried on by the Grant Recipient or Subcontractor and which do not directly relate to the relevant Named Project) in accordance with good accountancy practice with respect to each Named Project showing in detail:

19.2.1 income (including Public Sector Funding and receipts);

19.2.2 administrative overheads where directly attributed or where apportioned on a pro rata basis;

19.2.3 payments made to Subcontractors;

19.2.4 capital and revenue expenditure;

19.2.5 VAT incurred on all items of expenditure where the Grant Recipient has received grant under this Agreement in respect of such VAT, including the rate of such VAT and full details of the recovery (or not) by the Grant Recipient of such VAT as input tax from HM Revenue & Customs or other competent authority; and

19.2.6 such other item as the GLA may reasonably require to conduct (itself or through a third party) cost audits for verification of income, cost expenditure or estimated expenditure, for the purpose of any of the provisions of this Agreement,

and the Grant Recipient shall have (and procure that to the extent expressly agreed the Subcontractors shall have) the books of account evidencing the items listed in this Condition available for inspection by the GLA (and any person appointed pursuant to the dispute resolution provisions at Condition 28 to determine a dispute or otherwise authorised by the GLA) upon reasonable notice, and shall submit a report of these to the GLA as and when requested.

20 **Intellectual Property**

20.1 Subject to Condition 20.5 the Grant Recipient shall, to the extent that it is able to do so without incurring material cost, grant to the GLA a perpetual, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to copy and use (from computer disk or otherwise) all and any Intellectual Property Rights in any, drawings, reports, specifications, calculations and other documents provided by the Grant Recipient or which are or become owned by the Grant Recipient and which relate to the Named Projects, for any purpose relating to this Agreement.

- 20.2 To the extent that any of the data, materials and documents referred to in Condition 20.1 are generated by or maintained on a computer or in any other machine readable format, the Grant Recipient shall if requested by the GLA use its reasonable endeavours (without having to incur material cost) procure for the benefit of the GLA for the duration of this Agreement at the cost of the Grant Recipient the grant of a licence or sub-licence and supply any relevant software and/or database to enable the GLA making such request to access and otherwise use such data for the purposes referred to in Condition 20.1.
- 20.3 Neither party shall infringe any third party's Intellectual Property Rights in connection with this Agreement.
- 20.4 The Grant Recipient shall fully indemnify the GLA within five Business Days of demand under this Condition 20.4 against any action, claim, demand, proceeding, cost, charge or expense arising from or incurred by it by reason of any infringement or alleged infringement of any Intellectual Property Rights of any third party by the activities described in this Condition 20, any breach by the Grant Recipient of this Condition 20 and against all costs and damages of any kind which the GLA may incur in connection with any actual or threatened proceedings before any court or adjudication body.
- 20.5 The Grant Recipient shall only be entitled to revoke the licence granted to the GLA under Condition 20.1 in the following circumstances and upon the following terms:
- 20.5.1 on the termination of the whole of this Agreement in circumstances where no Allocated Grant has been paid to or utilised by the Grant Recipient; or
- 20.5.2 on the termination of this Agreement (in whole or in part) in circumstances where some Allocated Grant has been paid to or utilised by the Grant Recipient provided that nothing in this Condition 20.5.2 shall entitle the Grant Recipient to revoke such licence insofar as it relates to: Named Projects in respect of which Named Project Grant has been paid or in respect of which a valid entitlement to claim Named Project Grant has arisen.

21 **Special Conditions**

The parties acknowledge and agree that the Special Conditions apply and have effect.

22 **Representations and Warranties**

22.1 Without prejudice to any other term of this Agreement, the Grant Recipient:

- 22.1.1 represents and warrants to the GLA on the date hereof and on each day until and including the date upon which the Grant Recipient receives the last payment of grant payable under this Agreement in the terms set out in Schedule 2 inclusive; and
- 22.1.2 acknowledges and agrees that the GLA is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

23 **Information and confidentiality**

23.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the others.

23.2 Each party agrees to treat all Confidential Information belonging to the others as confidential and not to disclose such Confidential Information or any other confidential information relating to the GLA arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

23.3 The obligations of confidence referred to in Condition 23.2 shall not apply to any Confidential Information which:

23.3.1 is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information;

23.3.2 is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;

23.3.3 is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or

23.3.4 is independently developed without access to the Confidential Information of the other party.

23.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:

23.4.1 to enable the disclosing party to perform its obligations under this Agreement or any loan agreement or proposed loan agreement or funding documentation with a commercial lender;

23.4.2 by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Grant Recipient acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the GLA may nevertheless be obliged to disclose such Confidential Information;

23.4.3 by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or

23.4.4 in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.

23.5 The Grant Recipient shall ensure that all Confidential Information obtained from the GLA under or in connection with this Agreement:

23.5.1 is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;

23.5.2 is treated as confidential and not disclosed (without the GLA's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this Agreement; and

23.5.3 where it is considered necessary in the opinion of the GLA, the Grant Recipient shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.

23.6 Nothing in this Condition 23 shall prevent the GLA:

23.6.1 disclosing any Confidential Information for the purpose of:

- (a) the examination and certification of the GLA's accounts;
- (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the GLA has used its resources;

23.6.2 disclosing any Confidential Information obtained from the Grant Recipient:

- (a) to any other department, office or agency of the Crown or any member of the GLA Group;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights obligations or liabilities under this Agreement; or
- (d) to any person engaged in providing any services to the GLA for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;

23.6.3 provided that in disclosing information under Condition 23.6.2(a) or Condition 23.6.2(d) the GLA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

23.7 Nothing in this Condition 23 shall prevent any party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

23.8 The parties to this Agreement are FOIA Authorities (**FOIA Authorities**) and:

- 23.8.1 are subject to legal duties which may require the release of Information under FOIA and/or EIR; and
 - 23.8.2 FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.
- 23.9 The FOIA Authority in receipt of or to receive the RFI (**Relevant FOIA Authority**) shall be responsible for determining in its absolute discretion whether:
- 23.9.1 any Information is Exempted Information or remains Exempted Information; and/or
 - 23.9.2 any Information is to be disclosed in response to a Request for Information,
- and in no event shall any party, other than the Relevant FOIA Authority, respond directly to an RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority unless otherwise expressly authorised to do so by the Relevant FOIA Authority.
- 23.10 Subject to Condition 23.11 below, each party acknowledges that the Relevant FOIA Authority may be obliged under FOIA or EIR to disclose Information:
- 23.10.1 without consulting the other; or
 - 23.10.2 following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
- 23.11 Without in any way limiting Condition 23.9 or Condition 23.10, in the event that the Relevant FOIA Authority receives an RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other party.
- 23.12 Each party will assist and co-operate with the Relevant FOIA Authority as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents contractors and sub-contractors will), at their own cost:
- 23.12.1 transfer any RFI received by the Relevant FOIA Authority to the GLA as soon as practicable after receipt and in any event within two (2) Business Days of receiving a RFI;
 - 23.12.2 provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the GLA;
 - 23.12.3 provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires within five (5) Business Days (or such other period as the Relevant FOIA Authority may specify) of the GLA requesting that Information;
 - 23.12.4 permit the Relevant FOIA Authority to inspect such as requested from time to time.

23.13 Nothing in this Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.

23.14 The obligations in this Condition 23 will survive the expiry or termination of this Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.

23.15 The Grant Recipient acknowledges and agrees that the GLA may in its absolute discretion redact all or part of the information in connection with or this Agreement (**Agreement Information**) prior to its publication. In so doing and in its absolute discretion the GLA may take account of any EIR Exemptions and FOIA Exemptions. The GLA may in its absolute discretion consult with the Grant Recipient regarding any redactions to the Agreement Information to be published pursuant to this Condition 23. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

24 **Grant Recipient's records and accounting**

24.1 The Grant Recipient shall, as and when requested by the GLA whether before or after the date of payment of the Named Project Grant, make available in a timely manner to the GLA where required in connection with this Agreement or the Approved Bid or any Named Project a copy of each of:

24.1.1 all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Grant Recipient for the purposes of this Agreement; and

24.1.2 all such data, materials, documents and accounts created, acquired or brought into existence by the Grant Recipient's officers, employees, agents or consultants relating to the Named Project and which have been supplied to the Grant Recipient for the purposes of this Agreement.

24.2 On the expiry of this Agreement or (if earlier) upon termination thereof, the Grant Recipient shall if requested to do so deliver up to the GLA all the data, materials, documents and accounts referred to in this Condition 24 which it has in its possession, custody or control and shall procure the handing over to the GLA such data, materials, documents and accounts referred to in Condition 24.1.2 or as otherwise directed by the GLA.

24.3 The Grant Recipient must for a period of ten (10) years from the date upon which it receives the Named Project Grant retain all of the data, documents, materials and accounts referred to in this Condition 24 and the Grant Recipient may retain such data, documents, materials and accounts in electronic form only.

24.4 The Grant Recipient acknowledges that the GLA's auditors (including The Comptroller and Auditor General) shall have unrestricted rights of access to the information referred to in Condition 24.1 pursuant to the National Audit Act 1983 and the Government Resources and Accounts Act 2000.

24.5 The Grant Recipient shall promptly and fully co-operate with any request for information or evidence from time to time of:

24.5.1 any auditor (whether internal or external) of the GLA; and/or

24.5.2 the GLA, where the GLA is required under any Legislation to provide any document relating to the Named Projects to any person.

25 **Health and Safety and Equality and Diversity**

25.1 The Grant Recipient will comply in all material respects with all relevant Legislation including but not limited to legislation relating to health and safety, welfare at work, equality and diversity, modern slavery and other relevant employment matters and will use reasonable endeavours to procure that all Grant Recipient Parties engaged in the delivery of the Approved Bid do likewise.

25.2 The Grant Recipient confirms that it has, and is in full compliance with, a policy covering equal opportunities designed to ensure that discrimination prohibited by the Equality Act 2010 or which is made on any other unjustifiable basis is avoided at all times and will provide a copy of that policy and evidence of the actual implementation of that policy upon request by the GLA.

25.3 The Grant Recipient shall have due regard to the public sector equality duty under Part 11 of the Equality Act 2010 insofar as its activities under this Agreement could reasonably be deemed to be functions of a public nature for the purposes of that Part.

25.4 To the extent that the GLA is a 'client' for the purposes of the CDM Regulations:

25.4.1 where the Grant Recipient is engaging consultants and a contractor or contractors as Subcontractors to deliver the Named Project the Grant Recipient elects to be the only client in relation to such Named Project; or

25.4.2 where the Grant Recipient is contracting with a developer as a Subcontractor to deliver a Named Project the Grant Recipient shall procure that such developer shall elect to be the only client in relation to the Named Project on or before the date that such project becomes a Named Project,

and the GLA hereby agrees to such election.

25.5 The Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to Condition 23.4.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to Condition 23.4.2 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.

25.6 The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations to the extent applicable to its obligations under this Agreement.

25.7 The Grant Recipient will procure that all its Subcontractors comply at all times with the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations (where applicable).

25.8 The Grant Recipient shall maintain an accurate record of all health, safety and environmental incidents which occur on or in connection with each Named Project.

26 **Co-operation**

Each party undertakes to co-operate in good faith with the other to facilitate the proper performance of this Agreement and the delivery of the Named Projects. Without prejudice to the generality of the foregoing the Grant Recipient shall co-operate fully and in a timely manner with any reasonable request from time to time:

26.1 of any auditor (whether internal or external) of the GLA; and/or

26.2 of the GLA where the GLA is required under any legislation to provide any document relating to the Named Projects to any person.

27 **London Living Wage**

Without prejudice to any other provision of this Agreement, the Grant Recipient shall (and will ensure that their consultants, contractors and sub-contractors shall):

27.1 use all reasonable endeavours to ensure that no employees engaged in the sourcing or leasing of the RSAP Dwellings is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

27.2 use all reasonable endeavours to ensure that no employees engaged in the sourcing or leasing of the RSAP Dwellings is paid less than the amount to which they are entitled in their respective contracts of employment; and

27.3 provide to the GLA such information concerning the London Living Wage as the GLA or its nominees may reasonably require from time to time.

28 **Dispute Resolution**

28.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this Condition 28.

28.1.1 In the event that any party considers that a Dispute exists, such party shall serve a notice upon the other affected party or parties (a **Notice of Dispute**) giving brief details of the Dispute and in the first instance the affected parties shall use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this Condition 28.

28.1.2 Representatives of the affected parties shall meet within five (5) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of receipt of a Notice of Dispute.

28.1.3 Where either no representatives of the affected parties are available to meet within the period set out in Condition 28.1.2 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executives (or nominated deputies) of the Grant Recipient and the GLA (as applicable) (the **Chief Executives**).

28.1.4 The Chief Executives of the affected parties shall meet within ten (10) Business Days (or such other longer period not exceeding twenty (20) Business Days as the affected parties may agree) of such referral to attempt to resolve the Dispute. Any unanimous resolution of the relevant Chief Executives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.

28.1.5 If the Dispute remains unresolved after ten (10) Business Days following referral to the Chief Executives, such Dispute must be dealt with in accordance with Condition 28.2.

28.2 In the circumstances contemplated in Condition 28.1.5, the affected parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the affected parties, the mediator will be nominated by CEDR. The affected parties agree that:

28.2.1 to initiate the mediation a party must give notice in writing (**ADR notice**) to the other party or parties to the Dispute requesting a mediation. A copy of the request should be sent to CEDR;

28.2.2 the mediation shall start not later than twenty eight (28) days after the date of the ADR notice; and

28.2.3 except where the right to issue proceedings would be prejudiced by a delay, no party may commence any court proceedings in relation to any Dispute until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party or parties has failed to participate in the mediation.

29 **Notices**

29.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if:

29.1.1 sent by electronic mail (but not by facsimile) in the case of either party to the other party's email address set out in Condition 29.3 provided that the party includes in the subject line of the email words sufficient to identify the contents of the email as a notice given under this Agreement; or

29.1.2 delivered by hand and receipted for by the recipient; or

29.1.3 sent by a recorded delivery service addressed in the case of either party to the other party's registered office as set out at the beginning of this Agreement or to such other addresses as either party may from time to time notify to the other in writing provided that such other address is within England and Wales.

29.2 Any notice shall be deemed to be given by the sender and received by the recipient:

29.2.1 if sent by email, on the date that the email is received at the relevant email address set out in Condition 29.3;

29.2.2 if delivered by hand, when delivered to the recipient;

29.2.3 if delivered by a recorded delivery service, three Business Days after delivery including the date of postage;

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4 pm it is to be regarded as received at 9 am on the following Business Day.

29.3 The email addresses for service of notices given pursuant to Condition 29.2 are:

29.3.1 for the GLA:

(a) email address: roughsleepinghomes@london.gov.uk

29.3.2 for the Grant Recipient:

(a) email address: []

or to such other email addresses as either party may from time to time notify to the other in writing to the other party's email addresses set out in this Condition 29.3.

30 No fetter on statutory functions

Notwithstanding anything apparently or impliedly to the contrary in this Agreement or any of the deeds and documents referred to herein, in carrying out its statutory duties or functions the discretion of the GLA shall not be fettered, constrained or otherwise unlawfully affected by the terms of this Agreement or any such other deed or document.

31 No agency

31.1 Nothing in this Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association or, save as expressly provided, the relationship of principal and agent between the parties.

31.2 The Grant Recipient shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the GLA and the Grant Recipient. Neither the Grant Recipient, nor any of its employees shall at any time hold itself or themselves out to be an employee of the GLA.

32 Exclusion of third party rights

Except as otherwise expressly provided no person who is not a party to this Agreement shall be entitled to enforce any terms of this Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

33 Assignment and sub-contracting

33.1 The GLA will be entitled to transfer or assign all or part of this Agreement.

33.2 The Grant Recipient will not be entitled to transfer or assign all or part of this Agreement.

34 Construction Industry Scheme

For such time as:

34.1 the Grant Recipient continues to be a local authority; and

34.2 the provisions of paragraph 13040 of Chapter 1 of HM Revenue & Customs' CIS Reform Manual remain in effect as published at July 2009,

the Grant Recipient warrants to the GLA that since it is a local authority, it is deemed by concession to be certificated as a sub-contractor entitled to receive relevant payments gross under the Construction Industry Scheme set out in Chapter 3 of Part 3 Finance Act 2004 and associated regulations (the **CIS**) provided always that if either Condition 34.1 or Condition 34.2 ceases to hold true at a time when monies remain outstanding from the GLA to the Grant Recipient pursuant to this Agreement then the Grant Recipient shall promptly notify the GLA of such fact and the parties shall take such steps as may reasonably be required to ensure that the CIS is if necessary applied to all such outstanding payments.

35 **Data Protection**

35.1 The Grant Recipient shall ensure that at all times it complies with its obligations under this Agreement in a manner so as to comply with the Data Protection Legislation and all relevant regulations relating to data protection.

35.2 The Grant Recipient warrants and represents that it has obtained all necessary registrations, notifications and consents required by the Data Protection Legislation to Process Personal Data for the purposes of performing its obligations under this Agreement.

35.3 The Grant Recipient undertakes that to the extent that the Grant Recipient and/or any of its employees receives, has access to and/or is required to Process Personal Data on behalf of the GLA (the **GLA's Personal Data**) for the purpose of performing its obligations under this Agreement it will at all times act as if it were a Data Controller and comply with the provisions of the Data Protection Legislation:

35.3.1 the Grant Recipient shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to the GLA's Personal Data and any person it authorises to have access to any of the GLA's Personal Data will respect and maintain the confidentiality and security of the GLA's Personal Data; and

35.3.2 the Grant Recipient shall allow the GLA to audit the Grant Recipient's compliance with the requirements of this Condition 35 on reasonable notice and/or, at the GLA's request, provide the GLA with evidence of the Grant Recipient's compliance with the obligations within this Condition 35.

35.4 The Grant Recipient undertakes not to disclose or transfer any of the GLA's Personal Data to any third party without the prior written consent of the GLA save that without prejudice to Condition 35.3 the Grant Recipient shall be entitled to disclose the GLA's Personal Data to employees to whom such disclosure is reasonably necessary in order for the Grant Recipient to perform its obligations under this Agreement, or to the extent required under a court order.

35.5 The Grant Recipient agrees to use all reasonable efforts to assist the GLA to comply with such obligations as are imposed on the GLA by the Data Protection Legislation.

35.6 The Grant Recipient shall indemnify the GLA against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the GLA as a result of the Grant Recipient's destruction of and/or damage to or loss of any of the GLA's Personal Data processed by the Grant Recipient, its employees, agents, or any breach of or other failure to comply with the obligations in the Data Protection Legislation and/or this Condition 35 by the Grant Recipient, its employees, agents or sub-contractors.

35.7 The Grant Recipient undertakes to include obligations no less onerous than those set out in this Condition 35, in all contractual arrangements with agents engaged by the Grant Recipient in performing its obligations under this Agreement to the GLA.

36 **Further Assurance**

At any time upon the written request of the GLA the Grant Recipient:

36.1 shall promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be necessary for the purpose of obtaining for the GLA the full benefit of this Agreement and of the rights and powers herein granted and the Grant Recipient hereby irrevocably appoints the GLA as its attorney solely for this purpose; and

36.2 shall perform and use its reasonable endeavours to procure that any third party performs such acts as may be reasonably required for the purposes of giving full effect to this Agreement.

37 **Entire agreement**

37.1 This Agreement and the conditions herein contained together with the Schedules, annexes and documents referred to herein constitute the entire agreement between the parties and may only be varied or modified by agreement in writing.

37.2 The Grant Recipient hereby acknowledges that save as set out or referred to in the Agreement there are and have been no representations made by or on behalf of the GLA of whatsoever nature on the faith of which the Grant Recipient is entering into this Agreement.

38 **Severability**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

39 **Cumulative rights and enforcement**

39.1 Any rights and remedies provided for in this Agreement whether in favour of the GLA or the Grant Recipient are cumulative and in addition to any further rights or remedies which may otherwise be available to those parties.

39.2 The parties acknowledge that money damages alone may not properly compensate the GLA for any breach of the Grant Recipient's obligations hereunder and the parties hereby expressly agree that in the event of the breach or threatened breach of any such obligation

in addition to any other rights or remedies the GLA may have in Law, in equity or otherwise the GLA shall be entitled to seek injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such obligations.

40 **Waiver**

40.1 The failure of any party at any one time to enforce any provision of this Agreement nor the payments by the GLA of Named Project Grant under Condition 11.1 in any way affects it's the relevant party's right thereafter to require complete performance by the other parties, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

40.2 Where in this Agreement any obligation of a party is to be performed within a specified time that obligation shall be deemed to continue after that time if the party fails to comply with that obligation within the time.

40.3 Any waiver or release of any right or remedy of any party must be specifically granted in writing signed by that party and shall:

40.3.1 be confined to the specific circumstances in which it is given;

40.3.2 not affect any other enforcement of the same or any other right; and

40.3.3 (unless it is expressed to be irrevocable) be revocable at any time in writing.

41 **Survival of this Agreement**

41.1 Insofar as any of the rights and powers of the GLA provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

41.2 Insofar as any of the obligations of the Grant Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

41.3 Without limitation the provisions of Recital (F), Conditions 2.3, 4.1, 8, 12, 12.1, 14, 18, 22, 23, 28, 24, 35.5, 35.6, 36, 40, 42.1 and this Condition 41 and such other provisions of this Agreement as are necessary to give effect to such Conditions are expressly agreed by the parties to survive the termination or expiry of this Agreement.

42 **Execution**

42.1 This Agreement may be executed:

42.1.1 by the electronic application of a party's authorised signatory's signature and provision of an electronic copy of the same; and

42.1.2 in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

43 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of Condition 28 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Minimum Property Standards

In order to address the needs of the Target Client Group, the parties have agreed that any RSAP Dwelling delivered by the Grant Recipient with the benefit of GLA grant funding must meet the following the minimum property standards:

1 Overarching Principles

- 1.1 RSAP Dwellings must not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where a RSAP Dwelling is a flat, all flats in the building of which it is part shall also conform to the appropriate fire protection standard. The Grant Recipient shall be responsible for conducting fire risk assessments for all RSAP Dwellings.
- 1.2 Conversions of houses or other buildings into flats require both planning permission and building control approval. Loft and other conversions require building control approval. Proof of any required permissions and/or approvals shall be provided before RSAP Dwellings can be accepted for the RSAP. Permitted developments, where the quality meets the property standards set out in this Schedule, will be considered.
- 1.3 RSAP Dwellings above restaurants, fast food outlets or commercial premises where hazardous substances are kept shall not be acceptable for the RSAP. Neither are flats above noisy, late night opening premises such as minicab offices, clubs or pubs acceptable for the RSAP.
- 1.4 Purpose built flats above shops with exclusive access may be acceptable depending on the floor they are situated on.
- 1.5 The Energy Act 2011 contains powers so that from 2016 landlords should not be able to refuse reasonable requests for consent to install Green Deal measures from their tenants. The Grant Recipient should ensure their properties meet a minimum energy efficiency standard of 'D' or that they include the maximum package of measures under the Green Deal.
- 1.6 All property standards are subject to changes in legislation from time to time. Where legislation changes to impose a new or higher standard than what is expressly provided for within this Schedule the relevant standard within that legislation shall apply as if it were incorporated within this Schedule. For the avoidance of doubt, the Homes (Fitness for Human Habitation) Act 2018 shall represent such a higher standard. If legislation changes these standards to a lesser standard, these standards set out in this Schedule shall continue to apply despite the reduction in legislative requirements.

2 External Property Standards

2.1 Access

All accommodation shall have:

- 2.1.1 safe, well-lit and easy access with no obstructions;

- 2.1.2 paths and yards (if present) which are reasonably surfaced so as not to present a tripping hazard and which shall be adequately drained so as not to retain standing water;
- 2.1.3 access stairways (if present) which are secure and not unreasonably steep, any present an unreasonable level of hazard to users;
- 2.1.4 access stairways (if present) which have an adequate and securely fixed handrail;
- 2.1.5 access covers over manholes and service ducts to be flush with pavement and of no danger to pedestrians;
- 2.1.6 three sets of keys per flat including three keys to shared main entrance door in blocks of flats.

2.2 **Communal Areas (where applicable)**

All communal areas shall be:

- 2.2.1 clean, tidy, well lit and well maintained;
- 2.2.2 maintained by a responsible landlord or managing agent who shall be identified;
- 2.2.3 in multi-occupied properties all escape routes should be clearly marked. Extinguishers, hose reels and risers etc. should show complete records of servicing.

2.3 **Roof (where applicable)**

All accommodation shall have:

- 2.3.1 a roof or roofs which are well insulated (a minimum of 200 mm of rockwool insulation or equivalent where possible), watertight, free from all defects, loose or missing tiles/slates, etc.

2.4 **Guttering (where applicable)**

All accommodation shall have:

- 2.4.1 adequate drainage from roofs;
- 2.4.2 downpipes secured to walls, gutters and downpipes which are free from blockages and in good repair.

2.5 **Garden (where applicable)**

All gardens shall:

- 2.5.1 be cleared of rubbish and have all vegetation, shrubs and trees cut back;
- 2.5.2 have their walls and fences in good order;
- 2.5.3 have gates (if present) that operate well with gate posts/pillars that are secure;

- 2.5.4 have sheds or ancillary buildings (if present) which are empty, in good repair and safe.

2.6 **Rubbish Disposal**

All accommodation shall have:

- 2.6.1 sufficient bins provided for a normal household's use, depending on the size of the home, in a clearly defined and easily cleaned bin storage area or adequate refuse storage and disposal facilities.

3 **Internal Property Standards**

3.1 **Doors**

3.1.1 Doors shall meet the following standards:

- (a) all external front (main entrance) doors and frames shall be of exterior grade quality and should be reasonably secure from access by burglars. They shall have a five lever mortise dead lock with an additional "Yale type" latch, or where purpose made UPVC door has integral door locking mechanism and an internal chain;
- (b) all other external doors shall have a five lever mortise dead lock with internal bolts;
- (c) all external front doors shall open freely, have a bell or adequate knocker fitted and be clearly numbered.

3.1.2 All internal doors shall open, close and fasten properly and have their keys removed, bathrooms and toilets should be provided with a courtesy latch that could be forced open by an adult if a child accidentally locks themselves in.

3.1.3 All doors with large glass panels shall be fitted with safety glass or safety film.

3.1.4 Balcony and store doors used other than as a means of escape route are to be fitted with a keyed level deadlock, and are to be locked shut.

3.2 **Staircases (where applicable)**

3.2.1 All staircases shall have:

- (a) gaps between their spindles and gaps between their balustrades which are no more than 100mm;
- (b) all gaps between treads and risers filled in;
- (c) a two way light switch provided in all stairwells/hallways with more than one floor so that the light can be switched off/on from either floor or floors;
- (d) be free from obstruction and not unreasonably steep;

(e) a suitable handrail.

3.2.2 All staircases should where possible conform to current building regulations. Any stairway or step should not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users.

3.3 **Walls and Ceilings**

Walls and ceilings shall meet the following standards:

3.3.1 all accommodation shall be free from damp, mould, condensation, peeling paper, etc.;

3.3.2 Condensation problems due to structural features should not be so pervasive as to constitute a health hazard or be a statutory nuisance;

3.3.3 if a RSAP Dwelling is found to suffer from significant condensation problems, then the Grant Recipient will be expected to ensure that suitable heat recovery/ventilation systems are used or installed to ensure that the RSAP Dwelling complies with minimum standard at paragraph 3.1;

3.3.4 polystyrene tiles to be removed from all ceilings and walls, and the walls and ceilings adequately repaired or replaced with durable material;

3.3.5 wall or floor stops shall be provided for all doors to protect wall decoration.

3.4 **Plaster**

All plaster shall be sound and show no movement when examined.

3.5 **Decoration**

3.5.1 All surfaces shall be painted/papered/or tiled.

3.5.2 All paint shall be cleaned and free from obvious marking, dirt, etc.

3.5.3 All wallpapers shall be in good condition and free from defects.

3.5.4 All woodwork shall be free from rot of any description and painted to a reasonable standard with gloss paint suitable stain or varnish.

3.6 **Windows/Glazing**

The following requirements shall apply to windows and glazing:

3.6.1 louvre windows and centre hung "swing" windows shall be accepted only with prior notification to and approval of GLA. All "swing" windows shall have a restraining bar;

3.6.2 any windows above ground floor level which open shall be fitted with a restrictor mechanism. This mechanism shall limit the windows opening to no more than 150 mm;

- 3.6.3 overlook windows in bathrooms and toilets shall be glazed with obscure glass or treated with plastic film to provide privacy;
- 3.6.4 new or replacement glazing installed after April 2002 shall consist of energy saving sealed double-glazing and comply with Building Regulations. To prove compliance it shall have:
 - (a) a certificate showing that the work has been carried out by an installer registered with the FENSA scheme, and
 - (b) a certificate from the local authority confirming that the installation has been approved under the current Building Regulations;
- 3.6.5 all glazing which is under 800mm/2.8 feet from the floor (and greater than 25cm in any direction) shall be re-glazed with toughened glass or have safety film properly applied to prevent shattering if it is broken;
- 3.6.6 all main habitable rooms (living rooms and bedrooms) shall have a reasonable glazed window area allowing reasonable levels of natural light. Bedrooms and living rooms should not have borrowed light or ventilation, e.g. from a glazed panel above a door;
- 3.6.7 all windows shall be reasonably secure from entry by intruders;
- 3.6.8 joints around windows and doors to be sealed and flashed to form a watertight junction, window and door sills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken;
- 3.6.9 casement stays or similar childproof restrain devices appropriate to the type of window to be fitted on the windows.

3.7 **Ventilation**

The following standards shall apply:

- 3.7.1 all main habitable rooms (i.e. living rooms and bedrooms) shall have at least one twentieth of the floor area available as windows that open;
- 3.7.2 this requirement also applies to kitchens, bathrooms and WC cubicles if they rely on natural ventilation (openable parts of windows should easy to operate);
- 3.7.3 if a kitchen, bathroom or a WC is an internal room it shall have mechanical extract ventilation;
- 3.7.4 if mechanical ventilation is required in a kitchen it shall be capable of three air changes per hour;
- 3.7.5 if mechanical ventilation is required in a bathroom and/or WC it shall be capable of three air changes per hour;
- 3.7.6 a light switch shall activate any mechanical ventilation and the fan shall have a 20 minute overrun when the light is switched off;

- 3.7.7 non-mechanical ventilation system e.g. airbricks, gutters or permavents to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living rooms or bedrooms with external walls);
- 3.7.8 ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

3.8 **Insulation**

The following standards shall be met:

- 3.8.1 all accessible loft spaces shall have a minimum of 200mm Rockwool insulation (or equivalent) properly laid;
- 3.8.2 all hot water tanks should be foam lagged or have a good quality insulating cylinder jacket, which has been properly fitted;
- 3.8.3 all water tanks and pipes which may be liable to damage by frost shall be adequately protected with lagging.

3.9 **Heating and Hot Water Systems**

Heating and hot water shall be provided and shall meet the following standards:

- 3.9.1 there shall be either a full gas central heating and hot water system which is preferred, or Electric Economy Seven night storage heating which is less than five years old. Older accommodation must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the efficacy or cost efficiency of the heating systems;
- 3.9.2 if water heating is by electricity it shall be of reasonable capacity and have an on and off peak tariff;
- 3.9.3 the heating shall be sufficient to maintain an internal room temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms, bathroom, kitchen and hallway when the outside temperature is minus 1 degree Celsius;
- 3.9.4 boilers shall be less than ten years old. Older accommodation must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the efficacy or cost efficiency of the heating systems;
- 3.9.5 all pipework to the boiler should be boxed in appropriate to its location;
- 3.9.6 all gas heating systems shall have a three star British Gas Service Agreement or equivalent;
- 3.9.7 all heating systems shall have a timer and thermostat. For studios and bedsits fixed storage heaters are preferred where there is no gas supply. Electric heaters must be wall mounted;

- 3.9.8 all hot water systems shall be able to operate independently from the heating system;
- 3.9.9 details for the location of the on/off switch shall be noted and provided to Tenants;
- 3.9.10 the Grant Recipient shall provide a gas safety certificate and copy of the annual Gas Safe service agreement every year. A copy of the safety certificate shall be given to the Tenant; The report should not have any items requiring attention;
- 3.9.11 accommodation with boilers fitted in bedrooms shall not normally be accepted. Any proposed RSAP Dwelling which has a boiler in a bedroom must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the location of the boiler;
- 3.9.12 operating instructions for heating/hot water system shall be provided to tenants;
- 3.9.13 external and internal cold water storage cisterns, tanks etc. to be properly housed, insulated and protected;
- 3.9.14 plumbing must comply with the current water authority Bye-Laws. Stop valves must be clearly labelled especially when situated in common areas;
- 3.9.15 electric key / Gas card meters: If electric key or gas card meters are installed, upon completion the properties must have £10 credit in summer or £15 credit in winter. Key cards should be left in the property.

3.10 **Electrical Items**

All Accommodation shall meet the following standards:

- 3.10.1 all Accommodation shall have a current NICEIC or NAPIT electrical safety report. This report must have no items marked as requiring urgent attention or investigation;
- 3.10.2 all electrical wiring shall be covered;
- 3.10.3 all surface mounted wiring shall be enclosed in suitable plastic conduit;
- 3.10.4 all RCD consumer unit shall be housed in a cupboard, with a childproof latch on the door to prevent access and ensure that cables under the meter are covered;
- 3.10.5 boiler and cooker. Fused spurs shall be provided;
- 3.10.6 Portable Appliance Testing (PAT) is required annually for all electrical appliance supplied (e.g. electric cookers);
- 3.10.7 an adequate number of sockets shall be required and the following shall be appropriately spaced:
 - (a) living room. Two double sockets as a minimum;

- (b) double bedrooms. Two double sockets as a minimum;
- (c) single bedrooms. One double socket as a minimum;
- (d) kitchen. Two double sockets at worktop height as a minimum, one socket for a fridge and one socket for a washing machine;
- (e) landing. One socket as a minimum;

3.10.8 electric lighting in each room is to be of sufficient intensity.

3.11 **Building safety standards**

3.11.1 The RSAP Dwellings must meet all relevant building safety standards and legislative requirements that were in force when the RSAP Dwellings were designed, constructed and, where applicable, refurbished, and which were intended to ensure their safe design, construction, occupation and building management. Where such standards and requirements change and/or are updated after completion of any construction or refurbishment work affecting the RSAP Dwellings, the revised standards and requirements should nonetheless be applied to the RSAP Dwellings in so far as these are reasonably applicable.

3.11.2 The Affordable Homes Programme 2021-2026 will require all new build properties to meet the five mandatory building safety standards set out below. (**GLA Building Safety Standards**). The Grant Recipient must use reasonable endeavours to meet the GLA Building Safety Standards with respect to any new build RSAP Dwellings comprised within Indicative Projects and/or Named Projects accepted by the GLA at the date of this Agreement (i.e. within the Original Approved Bid). Future RSAP new build properties (i.e. Additional Projects) will be obliged to meet the GLA Building Safety Standards where so identified by the GLA prior to accepting such as an Additional Project (either through the RSAP prospectus in place at the time of bidding or such other method of identification determined by the GLA). All future RSAP properties which are not new-build (i.e. Additional Projects which comprise properties which are not new-build) will be encouraged to meet the GLA Building Safety Standards 1 and 3-5 where so identified by the GLA prior to accepting such as an Additional Project (either through the RSAP prospectus in place at the time of bidding or such other method of identification determined by the GLA).

3.11.3 The following buildings must include Automatic Fire Suppression Systems, including (but not limited to) sprinklers:

- (a) all purpose-built blocks of flats (including conversions) of any height; and
- (b) all supported and specialist accommodation.

- 3.11.4 No combustible materials may be used in the external walls of any homes or buildings, regardless of their height ¹
- 3.11.5 All homes must include access to water supplies for firefighting in accordance with Water UK's national guidance document.: <https://www.water.org.uk/guidance/national-guidance-document-on-the-provision-of-water-for-firefighting-3rd-edition-jan-2007/>
- 3.11.6 For all homes, investment partners must register any in-built electrical products, such as white goods, with the manufacturers' registration service. Investment partners must also encourage residents to register white goods with manufacturers for every product where it is possible to do so.
- 3.11.7 For all homes, investment partners must ensure that information about product registration, product recalls and electrical safety is made available to residents.

4 Room Standards

4.1 Kitchens

Kitchens shall meet the following minimum standards:

4.1.1 Cooker

- (a) All rings shall operate.
- (b) If free standing, the cooker shall be chained to the wall, iii The oven shall be clean and provided with shelves.
- (c) Anti-tilt brackets or chains to be fitted to all cookers.
- (d) Half-hour fire check doors to be fitted to all cookers and apart from an extractor hood, fixtures and fittings are not to be directly above cooking appliances.
- (e) All oven doors should be "cool doors" so they should not be hot to the touch.
- (f) In studios and one-person bedsits, a cooker with a 2- ring hob, oven and grill must be permanently and safely installed on a fixed worktop.

4.1.2 Sink

- (a) Splash backs shall be tiled to a minimum of 300mm (two tiles high).
- (b) Sinks and worktops shall be sealed around edges with silicone sealant.
- (c) Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical regulations.

¹ This will only allow materials that are Class A2-s1 rated and above under the European classification system, as set out in the standard BS EN 13501-1 and as reflected in UK Building Regulations

- (d) All waste pipes and traps shall be free of defects with no leaks or drips.
- (e) Any holes around waste pipes and traps shall be sealed so as to prevent the ingress of vermin.
- (f) Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems.

4.1.3 **Kitchen Accommodation**

- (a) All units shall be less than ten years old and free from defects.
- (b) There must be adequate work surface space for the size of the Home. For studios/bedsits a satisfactory kitchen area must be safe, convenient and allow good hygiene practices. It must be possible to stand directly in front of the cooker and sink and to place utensils down on both sides of each. Worktops must be secure, level and of adequate size. There must be a minimum 60cm floor area in front of the kitchen. This should be flooring that is easily cleanable, not carpeted.
- (c) An adequate number of units shall be provided, below is the suggested guidance:
 - i there shall be a minimum of two fitted floor unit (excluding the sink unit);
 - ii there shall be a minimum of two drawers, one for studios/bedsits;
 - iii there shall be a minimum of two fitted wall units, one for studio/bedsits.
- (d) Fridge/freezer or fridge and freezer:
 - i the fridge/freezer or fridge and freezer shall be clean and in good working order;
 - ii they shall have a capacity of at least 131 litres (fridge) and 61 litres (freezer). A smaller fridge freezer may be acceptable for a studio or one beds only, if there is a single occupant.
- (e) Washing machines are not required but there shall be:
 - i sufficient space for a washing machine to be installed under a work surface in the kitchen or equivalent position;
 - ii appropriate fittings to allow such installation to take place, and
 - iii a non-return valve fitted to the waste pipe.
- (f) Floor covering:

Floor covering shall be of the vinyl type or tiled and shall be free from all defects.
- (g) Stopcock

Location of stopcock should be identified.

4.2 **Bathrooms**

4.2.1 The following standards shall be provided:

- (a) floor covering;
- (b) floor covering shall be vinyl type or tile and shall be free from defects;
- (c) floors shall be sealed around their edges with silicone sealant.

4.2.2 **Bath**

The bath shall be fitted securely and there shall be no leaks. Showers only will be accepted in studios and bedsits due to the limited space and as long as they meet the following showers standards:

- (a) bathrooms shall be tiled to a height of 300mm around bath and well sealed at the joints;
- (b) all bath panels shall be free of defects;
- (c) generally the standard to be reached in a bathroom is one where normal usage will not lead to any water ingress into the structure of the accommodation over the period of the lease.

4.2.3 **Showers**

- (a) Showers are not essential if there is a suitable bath but where provided the landlord shall ensure that their normal use will not damage the Home, through water ingress or otherwise.
- (b) Separate shower cubicles shall be tiled to a height of 1.8 metres.
- (c) All shower bases shall be adequately sealed and a curtain/door provided.
- (d) Generally the standard to be reached in a shower room is one where normal usage will not lead to any water ingress into the structure of the accommodation over the period of the lease.

4.2.4 **Showers fitted above baths**

- (a) Tiling shall be of a sufficient height to protect the decoration of the wall (1.8 metres +).
- (b) A shower door or curtain shall be provided and shall be of a sufficient standard to prevent water damage to the floor.
- (c) A wall bracket shall be provided for shower attachments.

- (d) The provision of a bath rather than a shower shall be strongly preferred. Accommodation with showers only shall be considered but only in exceptional circumstances or if the property is a studio/bedsit. The absence of a bath in a prospective RSAP Dwelling must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the suitability of the bathroom arrangements in this respect.

4.2.5 Washbasin

- (a) The splash back shall be tiled to a minimum of 300mm (two tiles high),
- (b) Washbasins shall be sealed around the edges with bathroom grade silicone sealant.
- (c) Waste pipes and taps shall be free of defects with no leaks or drips,
- (d) Taps to be easy to operate.
- (e) Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems.
- (f) A mirror and towel rail shall be provided.
- (g) Light fittings shall be of a sealed type appropriate for bathrooms.

4.2.6 Toilet

- (a) The toilet shall be clean, secure, free of defects, with a secure seat and the cistern shall fill at a reasonable rate.
- (b) The floor covering in separate WC closets shall be free of all defects. Vinyl flooring or tiles shall be preferred with sealing at the edges with silicone. Carpet shall not be acceptable.
- (c) A toilet roll holder shall be provided.

4.3 Living Room and Bedrooms

4.3.1 Size/layout

- (a) Living rooms shall be at least 80 square feet in area and large enough to comfortably contain a sofa, two armchairs and a television.
- (b) Double bedrooms shall be at least 80 square feet in area.
- (c) Single bedrooms shall be at least 50 square feet in area.
- (d) Bedrooms accessed off another bedroom shall not count as a separate room.

- (e) Rooms of less than 50 square feet cannot be used as living rooms or bedrooms.
- (f) All new build accommodation must meet any applicable London Plan standards.
- (g) Modular self-contained accommodation shall (other than where agreed with the GLA in writing) have a minimum space standard of 24sqm. Accommodation with unusual room layouts or shapes must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed delivery if it has concerns over the suitability of accommodation design for members of any Target Client Group.
- (h) Any Non Modular Dwelling proposed by the Grant Recipient pursuant to Condition 15.4 must have a minimum space standard of 26sqm (unless otherwise agreed by the GLA in writing).

4.3.2 **Carpets**

- (a) Carpets (or other suitable flooring) shall be provided. It shall have a good quality underlay, be clean, of reasonable quality and free from all defects such as excessive wear, loose seams, tainting, bare patches and so on.
- (b) Laminate or other wooden flooring shall not be acceptable, in flats above ground floor level unless the floor is of a solid concrete construction, because of potential noise disturbance.

4.3.3 **Curtains**

- (a) Curtain rails shall be securely fitted above all windows.
- (b) Curtains shall be clean, free from defects and when drawn at night prevent external viewers seeing into the room concerned, net curtains shall be fitted to all windows.
- (c) Blinds shall be accepted only following engagement with the GLA and its approval

4.4 **Furniture and white goods**

- 4.4.1 Every RSAP Dwelling must include furniture and white goods.
- 4.4.2 Any furniture left in any RSAP Dwelling shall be left at the landlord's own risk, for which no further payment will be made and no repairing responsibility accepted;
- 4.4.3 Any furniture shall comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended).

5 **Pest Control Standards**

The property should be free from pest infestations throughout. Where an infestation is present the Grant Recipient should assess it having regard to the extent of the infestation and the effectiveness of any treatment in progress. Where treatment is absent or inadequate, they must engage the services of a reputable pest control operator to eradicate the problem at source and undertake periodic routine inspections. The manager should then keep a log book of periodic pest control treatments and keep it available for inspection by the GLA.

Schedule 2

Representation and Warranties made by the Grant Recipient

1 Powers, vires and consents

1.1 It has the power to enter into and to exercise its rights and perform its obligations under this Agreement and has taken all necessary action to authorise the execution by it of and the performance by it of its obligations under this Agreement.

1.2 It is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Approved Bid or any Named Project.

1.3 Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms.

1.4 The execution, delivery and performance by it of this Agreement do not:

1.4.1 insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;

1.4.2 conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or

1.4.3 contravene or conflict with its standing orders or other constitutional documents binding upon it (as applicable) from time to time.

1.5 All consents, required by it in connection with the execution, delivery, issue, validity or performance or enforceability of this Agreement have been obtained and have not been withdrawn.

1.6 So far as it is aware, it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.

1.7 To the best of its knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Approved Bid or any Named Project.

1.8 It has not committed any Prohibited Act.

2 Deliverability

2.1 It has obtained or by Completion of a Named Project will have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.

2.2 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.

- 2.3 No Default Event has occurred and is continuing.
- 2.4 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Grant Recipient's initial application for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.5 It has informed the GLA of any material change that has occurred since:
- 2.5.1 the date of submission of the Approved Bid prior to the date of this Agreement;
- 2.5.2 the Approved Bid, as the same may be amended, added to, supplemented, substituted or varied in accordance with this Agreement, on each occasion of its amendment, addition, supplementation, substitution or variation of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect including without limitation the provision or offer of any additional Public Sector Funding.
- 2.6 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
- 2.7 All data or other information supplied to the Regulator or the GLA in connection with, or related to the Approved Bid or this Agreement is accurate.

3 **Application of Approved Bid Capacity**

- 3.1 Other than any Nil Grant Units, none of the RSAP Dwellings provided pursuant to this Agreement (or any Site) are being subsidised by RTB Funds.
- 3.2 All RSAP Dwelling have been or will be supplied pursuant to a Service Level Agreement in accordance with the Agreed Purposes, this Agreement and the terms of the Approved Bid.
- 3.3 So far as the Grant Recipient is aware (having made all reasonable enquiries) the Approved Bid (including, inter alia, all projected Start on Site and Completion dates) is capable of being delivered without the need for a change to the Approved Bid.
- 3.4 The Grant Recipient will comply with the Good Practice Guide to Estate Regeneration where applicable.

4 **Authority of Grant Recipient's Representative**

The Grant Recipient's Representative is empowered to act on behalf of the Grant Recipient for all purposes connected with this Agreement.

5 **Propriety**

- 5.1 No member, employee, agent or consultant of the Grant Recipient or of any partner organisation of the Grant Recipient has any personal, proprietary or pecuniary interest in:

5.1.1 any person from whom the Grant Recipient is purchasing land or property for the purposes of or in connection with this Agreement;

5.1.2 any contractor engaged or to be engaged by the Grant Recipient in connection with this Agreement;

5.1.3 any land or other property to be acquired or developed refurbished or improved by the Grant Recipient for the purposes of or in connection with this Agreement.

5.2 No member, employee, agent or consultant of the Grant Recipient or any partner organisation of the Grant Recipient is, has or will be entitled to any preferential treatment by virtue of their position or associations whether in terms of:

5.2.1 access to properties delivered pursuant to this Agreement; or

5.2.2 the prices at which such properties are let or disposed of.

6 Local Government Act 1999

The Grant Recipient is not subject to any Direction, nor do any circumstances exist which would permit such a Direction to be issued.

7 Local Government Finance Act 1988

No Report has been made nor is the Grant Recipient aware of any circumstances which would give rise to the making of a Report.

Schedule 3

Part 1

Project Costs

Heads of expenditure

1 Acquisition

- 1.1 Purchase price of land/site/buildings.
- 1.2 Stamp Duty Land Tax on the purchase price of land/site.

2 Works Costs

- 2.1 Main works contract costs (excluding any costs defined as on costs).
- 2.2 Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition.
- 2.3 statutory agreements, associated bonds and party wall agreements (including all fees and charges directly attributable to such works) where applicable.
- 2.4 Additional costs associated with complying with archaeological works and party wall agreement awards (including all fees, charges and claims attributable to such works) where applicable.
- 2.5 Irrecoverable VAT on the above (where applicable).

3 On costs

- 3.1 Legal fees and disbursements.
- 3.2 Net gains/losses via interest charges on development period loans.
- 3.3 Building society or other valuation and administration fees.
- 3.4 Fees for building control and planning permission.
- 3.5 Fees and charges associated with compliance with European Community directives, and the GLA's requirements relating to energy rating of dwellings and Eco-Homes certification.
- 3.6 In-house or external consultants' fees, disbursements and expenses (where the development contract is a design and build contract) (see note below).
- 3.7 Insurance premiums including building warranty and defects/liability insurance (except contract insurance included in works costs).
- 3.8 Contract performance bond premiums.
- 3.9 Borrowing administration charges (including associated legal and valuation fees).
- 3.10 An appropriate proportion of the Grant Recipient's development and administration costs.

- 3.11 Marketing costs – for sale schemes only.
- 3.12 Post-completion interest - for sale schemes only.
- 3.13 Irrecoverable VAT on the above.

Note 1

Where the development contract is a design and build contract, the on-costs are deemed to include the builder's design fee element of the contract sum. The amount included by the builder for design fees should be deducted from the works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and planning permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as Project Costs unless the Grant Recipient can clearly demonstrate that such costs are properly chargeable to the housing development, i.e. for the sole use of the residents or to comply with any statutory obligations that may have been imposed.

Examples of these are as follows:

- works to any roads which do not exclusively serve the housing development;
- landscaping to areas of land which lie outside the boundaries of the Site;
- district heating systems;
- trunk sewers and sewage disposal works;
- special refuse treatment buildings;
- public conveniences;
- community halls, club rooms, recreation rooms.

Note 3

Subject to the above, where any cost incurred or to be incurred by the Grant Recipient is common both to the development of the RSAP Dwelling within any Named Project and to any other activity, asset or property of the Grant Recipient, only such part of that cost as is attributable to the development of the RSAP Dwelling may be treated as a cost in respect of which grant under this Agreement may be paid.

Part 2

Costs which are not Project Costs

Capital costs incurred:

- 1 Which are not eligible for social housing assistance as defined in Section 32(13) of the HRA 2008;
- 2 On land (forming part of the total site acquired) which will not be used exclusively for housing provision purposes directly related to the Named Project;
- 3 On estate offices, factories, letting offices;
- 4 On stores;
- 5 On medical or dental surgeries, clinics;
- 6 On police stations, public libraries, bus shelters;
- 7 On shops, restaurants, public houses, offices;
- 8 On transformer and other related buildings;
- 9 On maintenance depots, tools, plant and vehicles;
- 10 On garages (other than integral garages on market purchase scheme types) and greenhouses;
- 11 On separate commercial laundry blocks and related equipment.
- 12 On the purchase price of land/site/buildings.
- 13 On the Stamp Duty Land Tax on the purchase price of land/site.

Schedule 4

Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref

Your ref

Date

Email address

Greater London Authority
City Hall
The Queen's Walk
More London
London
SE1 2AA

To: Greater London Authority (the GLA)

Dear Sirs,

Legal Opinion re [] Modular Housing – RSAP Agreement and related matters

I refer to the Grant Agreement to be entered into between the [] (the **Borough**) and the GLA (the **Agreement**) for the purposes of, inter alia, providing or facilitating the delivery of affordable housing and related outcomes which is dated on or about the date hereof. In connection with the giving of this opinion, I have examined:

- 1 the Agreement in its final form prior to execution and delivery thereof by the Borough;
- 2 the Borough's Standing Orders for approving entry into and the execution and delivery of contracts by the Borough and for the delegation of its authority and the powers of the Borough's Executive; and
- 3 such other documents I consider appropriate for the purposes of giving this opinion.

I do not express any opinion as to, nor have I investigated the law of any jurisdiction other than England.

I am of the opinion that, as at the date hereof, as a matter of English law, the Borough has the power and authority to enter into, observe and perform the terms and obligations on its part to be observed

and performed by it under the Agreement (including but without limitation procuring the delivery of the RSAP Dwelling as that term is defined in the Agreement) and has taken all necessary action and has obtained all relevant consents and approvals (statutory or otherwise) to authorise the execution and delivery of the Agreement and the performance and validity of the obligations under it.

Neither the execution and the delivery of, nor the performance by the Borough of its obligations under the Agreement will violate any provisions of any existing application law, rule, regulation or agreement binding on the Borough, and the Agreement will constitute when executed and delivered a valid and legally binding obligation on the Borough enforceable in accordance with its terms. I have given this opinion, taking into account the common law and statutory duties applicable to the exercise of power by the Borough.

The above opinions are subject to the reservation that under English law, the power of the court to order or pursue performance of an obligation and any other equitable remedies is discretionary and, accordingly, an English court might make an award of damages where specific performance of an obligation at work or remedy is sought.

This opinion is given by virtue of my position as Solicitor to the Borough and is only given as the holder of that office. I am not giving this opinion in a personal capacity, nor do I accept any private or personal liability for any error or omission in it or which may arise therefrom and the recipient, in seeking to place reliance on the contents of this letter, must duly acknowledge the same if any error or omission is later to be found. This opinion is addressed to the GLA and is solely for its benefit. It may not be disclosed to or relied upon by any other person or made public in any way without my prior consent. This opinion is limited to matters addressed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

Borough Solicitor

There follows the specimen signatures and titles of those who will or may attest the execution of the Agreement referred to above.²

Name	Title	Specimen Signature
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²Please note that the Legal Opinion will not be in a form satisfactory to the GLA unless the person executing the Agreement is identified in this table.

Schedule 5

RSAP Dwelling Data

RSAP Dwelling Completion Details means (in respect of an RSAP Dwelling):

- (a) the landlord's unique identifier;
- (b) the full address and postcode;
- (c) the floor level;
- (d) the number of bedrooms or whether it is a studio;
- (e) details of whether it is wheelchair accessible or not;
- (f) details of whether there is lift access to it;
- (g) details of whether it has access to a garden or other private outdoor space; and
- (h) any other details which the GLA or Clearing House may require,

the above list subject to any change that the GLA or Clearing House may in their absolute discretion specify.

RSAP Dwelling Lettings Information means (in respect of an RSAP Dwelling):

- (a) the rent per week for the RSAP Dwelling;
- (b) the service charge;
- (c) whether couples are accepted;
- (d) any age or gender criteria;
- (e) whether it is furnished;
- (f) the date it will be ready to let; and
- (g) any other details which the GLA or Clearing House may require,

the above list subject to any change that the GLA and/or Clearing House may in their absolute discretion specify.

RSAP Dwelling Monitoring Data means (in respect of an RSAP Dwelling):

- (a) the landlord's unique identifier;
- (b) the current tenant name;
- (c) the current tenant CHAIN number (where applicable);
- (d) the referring team or service of the current tenant;

- (e) the current tenant's accommodation situation prior to arrival;
- (f) the current tenancy start date;
- (g) the previous tenancy end date if there has been a change in the tenant;
and
- (h) any other details which the GLA or the Alternative Nominating Body
may require,

the above list subject to any change that the GLA may in their absolute discretion specify.

Schedule 6
Special Conditions

None³

³ To be updated if any bespoke conditions are applicable.

This Agreement has been executed and takes effect on the date stated at the beginning of it

Signed for and on behalf of)
GREATER LONDON AUTHORITY:)

Authorised Signatory

Name:

Position

Signed for and on behalf of)
[insert Grant Recipient's full name])

Authorised Signatory

Name

Position

