



dated

2023

[]

and

The Greater London Authority

Revenue Funding Agreement

in relation to the provision of funding for the support provided in relation to SHAP Dwellings under the Single Homelessness Accommodation Programme

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Funding agreement

dated **2023**

Parties

- (1) **The Greater London Authority** whose principal offices are City Hall, Kamal Chunchie Way, London E16 1ZE (the **GLA**); and
- (2) [] (company number []) whose registered office is at [] (the **Recipient**).

Introduction

- (A) The Recipient requested funding from the GLA and provided to the GLA a proposal for the use of such funding.
- (B) Under its powers under sections 30 and 34 Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the GLA wishes to assist the Recipient in the provision of support services for the Programme Client Group by the provision of the GLA Funding to the Recipient.
- (C) This Agreement sets out the terms and conditions upon which the GLA will make the funding available to the Recipient.
- (D) The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- (E) This Agreement together with statutory and other instruments constitutes an entrustment of a public service obligation (in compliance with the Subsidy Control Requirements) from the GLA to the Recipient to provide support services to Tenants of accommodation for residents in London who are failed by the housing market.
- (F) The grant funding provided under this Agreement is (at its date):
 - (a) where the Recipient is a Local Authority, structured not to give rise to Subsidy; and
 - (b) for all other Recipients, made in compliance with the subsidy scheme "Single Homelessness Accommodation Programme (SHAP)" (SC10764) created by the GLA and published on 21 December 2022 and as such constitutes a legacy subsidy pursuant to section 48(1)(a) of the Subsidy Control Act 2022.
- (G) In this Agreement capitalised terms shall have the meaning prescribed to them in clause 1.

Agreed terms

1 Definitions and interpretations

1.1 In this Agreement the following terms have the following meanings unless inconsistent with the context:

Additional Revenue Project means a Revenue Project proposed by the Recipient under clause 2.3 in addition to the Original Revenue Project;

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) 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 SHAP Dwelling is located; or
- (b) the relevant Local Housing Allowance figure (plus service charge) for an equivalent property located in the Broad Market Rental Area in which the relevant SHAP Dwelling is located,

(unless the relevant SHAP Dwelling qualifies as Exempt Accommodation in which case the above limb (b) shall apply);

Agreement means this Single Homelessness Accommodation Programme Revenue Funding Agreement (including its Schedules, Annexures and Appendices (if any));

Agreement Funding means any funding given to the Recipient by the GLA under the provisions of this Agreement;

Agreement Information means:

- (a) this Agreement in its entirety (including from time to time agreed changes to the Agreement); and
- (b) data extracted from the claims made under this Agreement which shall consist of the Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;

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

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 the methodology set out in the agreement or letter (as applicable) governing the terms of the Capital Project between the landlord of the relevant SHAP Dwelling and the GLA:

Number of bedrooms	2022/2023 Benchmark Rent Level (weekly rent, exclusive of service charges)
Bedsit and one bedroom	£168.34
Two bedrooms	£178.23
Three bedrooms	£188.13
Four bedrooms	£198.03
Five bedrooms	£207.93
Six or more bedrooms	£217.82

Bidding Prospectus means the "Single Homelessness Accommodation Programme prospectus" dated December 2022 published at <https://www.london.gov.uk/programmes-strategies/housing-and-land/increasing-housing-supply/funding-supported-and-specialist-housing> 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 Rent Officers (Housing Benefit Functions) Order 1997, or article 3 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 Project means:

- (a) a project for the delivery of one or more dwellings to accommodate individuals from the Programme Client Group which has been accepted by the GLA on OPS as eligible for capital grant funding from the GLA; or
- (b) a Nil Capital Grant Project;

Capital Project Details means the descriptive and other details in respect of a Capital 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);

Caseload Spaces (Actual) means the number of SHAP Dwellings which have actually been made available for occupation;

Caseload Spaces (Claimed) means SHAP Dwellings in respect of which GLA Funding has been claimed by the Recipient under this Agreement;

Caseload Spaces means the SHAP Dwellings anticipated to be made available for occupation;

Claim means the details of the quantum of GLA Funding requested by the Recipient to reimburse Expenditure Incurred to be submitted on OPS to the GLA by the Recipient in accordance with Schedule 1;

Claim Date(s) mean the dates identified on OPS on which the Recipient is eligible to claim a Grant Payment with respect to a Revenue Project;

Competent Authority means (as the case may be):

- (c) such persons officeholders and bodies (however constituted) that are specified under any Subsidy Control Requirements as having responsibility for monitoring compliance with and/or legally enforcing Subsidy or the Subsidy Control Requirements or otherwise authorised to recover any Unlawful Subsidy; or
- (d) the courts of England and Wales;

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

Default Event means the occurrence of any event listed under clause 7.1;

Delivery and Operational Obligations means the obligations set out in clause 2.10;

DLUHC means the Department for Levelling Up, Housing and Communities (or any successor body with similar or equivalent jurisdiction or authority);

Enterprise means an entity or a group of entities constituting a single economic entity, regardless of its legal status, that is engaged in an economic activity by offering goods or services on a market;

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

Expenditure Incurred means expenditure incurred by the Recipient in delivering the Project Objectives in respect of which the Recipient has received relevant goods and services or in respect of which it has entered into contractual obligations (including but not limited to obligations under a Tenancy Support Services Agreement and/or the Recipient's own staff contracts), for which payment has been made or is due to be made;

Financial Event means the occurrence of any of the following:

- (a) in relation a Recipient that is not a local authority:
 - i it is unable or admits an inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - ii the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);

- iii a moratorium is declared in respect of any indebtedness and/or any moratorium pursuant to Section 145 of the HRA 2008;
- iv any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - A the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation on terms previously approved by the GLA (such approval not to be unreasonably withheld or delayed);
 - B a composition, compromise, assignment or arrangement with any of its creditors;
 - i the appointment of a liquidator (other than in respect of a solvent liquidation on terms previously approved by the GLA, such approval not to be unreasonably withheld or delayed), receiver, administrative receiver, housing administrator, administrator, compulsory manager or other similar officer;
 - ii enforcement of any Security over any assets of the Recipient;
 - iii any analogous procedure or step is taken in any jurisdiction;
 - v other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten (10) Business Days of commencement; or
 - vi any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Recipient which has a Material Adverse Effect;
- (b) in relation to a Recipient that is a local authority, the Recipient is subject to a Section 15 Direction and/or Section 114 Report which has or will have a Material Adverse Effect;

FOIA has the meaning given to it in clause 15.2;

Force Majeure Event means any of the following:

- (a) riot;
- (b) civil unrest;
- (c) war;
- (d) act of terrorism;
- (e) threat or perceived threat of act of terrorism;
- (f) fire;

- (g) earthquake;
- (h) extraordinary storm;
- (i) flood;
- (j) abnormal weather conditions or other natural catastrophe or strikes; or
- (k) lock-outs or other industrial disputes,

to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact;

Funding CPs means the conditions precedent to each Claim submitted by the Recipient as identified in clauses 4.1.1 to 4.1.8(b);

Funding Period means the period agreed by the GLA in OPS during which the Recipient is entitled to submit Claims in respect of each Revenue Project (as the same may be varied on OPS in accordance with this Agreement from time to time);

Funding Profile means the maximum amount of GLA Funding payable in respect of each Revenue Project in each Quarter of each Financial Year in the Funding Period as set out in OPS;

Funding Review Trigger means the circumstances set out in clause 11.7;

GLA Funding means [xxx] pounds sterling (£[xxx]) being the maximum amount of grant payable by the GLA to the Recipient in respect of the Original Approved Bid and any Additional Revenue Project(s) accepted by the GLA in OPS pursuant to clause 2.4 (as the same may be amended from time to time in accordance with the terms of this Agreement);

GLA's Representative means any person nominated by the GLA from time to time to be its representative for any matters relating to this Agreement;

Grant Payment means a payment of the GLA Funding which may be claimed by the Recipient in accordance with Schedule 1 in arrears during the Funding Period to reimburse Expenditure Incurred (subject always to clause 4 below);

HRA 2008 means the Housing and Regeneration Act 2008;

Identified Project means a Revenue Project in respect of which the:

- (a) Recipient is the Tenancy Support Services Provider; or
- (b) GLA has identified in writing and/or in OPS that such Revenue Project is complex and/or novel and will be treated as an "Identified Project";

Indicative Project means the Recipient's proposals for of a specified number of proposed SHAP Dwellings which has been accepted by the GLA on OPS;

Indicative Project Details means the descriptive and other details in respect of each Indicative 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);

Indicative SHAP Dwelling means a proposed SHAP Dwelling comprised within an Indicative Project;

Information Commissioner means the "Information Commissioner" set out in section 114 Data Protection Act 2018 and for the avoidance of doubt is the UK's independent body set up to uphold and enforce information rights from time to time;

Insecurely Housed means the relevant individual is occupying hostel accommodation or other insecure accommodation;

Intellectual Property Rights means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights;

Investment Partner means an organisation which has been confirmed by the GLA as having "Investment Partner Status" (whether on a full or restricted basis) under the GLA's Investment Partner qualification procedure from time to time;

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; and

in each case in the United Kingdom; and

- (d) any regulations, orders, bye-laws, regulatory policy, guidance or codes of practice of any local or statutory authority or Competent Authority (as the case may be) having jurisdiction over the territory in which the Revenue Project is situated;

Local Authority RP 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;

Local Housing Allowance means an allowance determined in accordance with article 4B and 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 (before tax, other deductions and any increase for overtime) calculated annually by the Resolution Foundation and overseen by the Living Wage Commission, or any successor body carrying out the relevant calculation as such hourly wage may be updated from time to time

Material Adverse Effect means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Recipient to deliver an Indicative Project or a Revenue Project (as the context requires) on the basis agreed under this Agreement and/or within the time limits (if any) for doing so;

Milestone means each stage in the delivery of a Revenue Project agreed by the parties and set out in OPS;

Milestone Date means the date agreed by the GLA through OPS by which the relevant Milestones must have been achieved (as the same may be extended by the GLA pursuant to clause 11.3);

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

Nil Capital Grant Project means a project of one or more dwellings to accommodate individuals from the Programme Client Group which has been accepted by the GLA on OPS but in respect of which capital grant funding for the relevant project was not sought from the GLA under the SHAP;

Nominating Body means the referral body or agency identified on OPS and approved by the GLA in the Project Details;

Nomination Agreement means the agreement or other arrangement between the landlord of the SHAP Dwelling and the Nominating Body in respect of nominations or referrals of the Project Client Group to the SHAP Dwellings;

Nomination Details means such details of the referral and nomination arrangements as have been agreed by the GLA and set out in the Project Details;

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

OPS ID Number means the identification number of the Revenue Project in which the relevant SHAP Dwelling is comprised;

Original Approved Bid means the aggregate of the proposed Revenue Projects approved by the GLA in OPS at the date of this Agreement;

Original Revenue Project means the Revenue Projects comprised within the Original Approved Bid;

Policy Statement on Rents for Social Housing means the "Policy Statement" published on 14 December 2022 by DLUHC, as such document and/or associated guidance may be amended, updated or replaced from time to time;

Private Registered Provider means a body entered on the Register as a non-profit organisation or a profit-making organisation (as such terms are defined in Section 115 of the HRA 2008);

Pro-Rated Amount means the sum of the following calculation:

$$\frac{GFC}{NSU(Profiled)} \times (NSU(Profiled) - NSU (Actual))$$

Where:

GFC = amount of GLA Funding claimed at the point that a Funding Review is undertaken pursuant to clause 11.7

NSU (Profiled) = the number of Caseload Spaces (Claimed) immediately prior to the date that the Funding Review is undertaken pursuant to clause 11.7.2

NSU (Actual) = the number of Caseload Spaces (Actual) immediately prior to the date that the Funding Review is undertaken pursuant to clause 11.7

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;

Programme Client Group means individuals from any of the following groups:

- (a) Rough Sleepers; or
- (b) Vulnerable Young Person;

that have been nominated as a Tenant by the relevant Nominating Body;

Project Client Group means in relation to a Revenue Project:

- (a) such category of individual within the Programme Client Group (including any more specific eligibility requirements agreed by the parties) as is set out in the Project Details at the date of this Agreement; or
- (b) such other Programme Client Group as the parties may agree in respect of a Revenue Project accordance with this Agreement;

Project Audit means the procedure (in a form advised by the GLA from time to time) by which the GLA reviews and audits:

- (a) the usage of the GLA Funding claimed under this Agreement;
- (b) the standard of the Tenancy Support Services delivered pursuant to this Agreement; and

- (c) any evidence or information (including any Project KPI Data) provided to the GLA pursuant to paragraph 1 of schedule 1 to substantiate a Claim;

Project Details means the budget, descriptive and other details in respect of the Project Objectives of a Revenue Project as accepted by the GLA through OPS (as the same may be varied from time to time in accordance with the terms of the Agreement);

Project KPI Data means project information to be submitted by the Recipient via the GLA's OPS system, or such other method specified by the GLA from time to time, against the key performance indicators set out in Schedule 3 to this Agreement and such other performance indicators (if any) as may be agreed between the parties, whether in OPS or such other method specified by the GLA from time to time, in relation to a particular Revenue Project, including but not limited to, the number of clients supported and housed within the period, voids, tenancy ends and "move ons";

Project Objectives means the Recipient delivering, or procuring the delivery of, the provision of the Tenancy Support Services (subject to any amendments agreed in accordance with the terms of the Agreement);

Project Monitoring Meetings means quarterly meetings between the Recipient and the GLA in relation to an Identified Project;

Project Report means a written report, substantially in the form set out at Schedule 6 for the relevant Revenue Project, which sets out (inter alia)

- (a) the Recipient's activities and progress in relation to meeting the Project Objectives and/or Milestones;
- (b) project risks and issues and the steps the Recipient is taking to mitigate these;
- (c) performance against agreed project outcomes during the preceding Quarter;
- (d) summary of any serious incidents which occurred within the relevant Quarter, including incident type, narrative of incident and steps taken by the Tenancy Support Service Provider (and/or other relevant stakeholders) in response to the incident;
- (e) summary of any complaints or appeals which occurred within the preceding Quarter;
- (f) details of a case study demonstrating the Recipient's activities with regard to a particular Tenant;
- (g) any other information that the GLA may request from time to time in connection with any Revenue Project;

Quarter means the period between each Quarter Date;

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

Public Sector Funding means all funding or subsidy in relation to any Revenue Project in money or money's worth received or receivable by the 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;

Recipient Affiliate means any:

- (a) any Tenancy Support Services Provider, agent, employee or subcontractor of the Recipient; and
- (b) in the case of a Recipient that is:
 - i not a local authority, any subsidiary or holding company of the Recipient or any subsidiary to any such holding company as subsidiary and holding company are defined in Section 1159 of the Companies Act 2006;
 - ii a local authority, 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;

Recipient's Chief Financial Officer has the meaning given to it in paragraph 1 of Schedule 1;

Recipient's Representative means the representative of the Recipient responsible for ensuring the effective delivery and management of a Revenue Project;

Recipient's Responsible Procurement Plan has the meaning given to it in clause 13.3.5;

Reduction Amount means the sum of the following calculation:

$$\frac{GFA}{NSU(Forecast)} \times (NSU(Forecast) - NSU(Anticipated))$$

Where:

GFA = the GLA Funding amount;

NSU (Forecast) = the number of Caseload Spaces (as set out in the Project Details immediately prior to the Funding Review being undertaken pursuant to clause 11.7)

NSU (Anticipated) = the number of Caseload Spaces forecast by GLA (acting reasonably) to be delivered in connection with the Funding Review undertaken pursuant to clause 11.7.2

Register means the register maintained by the Regulator pursuant to section 111 Housing and Regeneration Act 2008;

Registered Provider means either:

- (a) a Private Registered Provider; or
- (b) a Local Authority RP;

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

Rent Standard means any standard in relation to rent set by the Regulator from time to time under Section 194 of the HRA 2008, the Policy Statement on Rents for Social Housing, and any other associated explanatory notes or guidance;

Responsible Procurement Policy means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA;

Revenue Project means a project for SHAP for the provision of the Tenancy Support Services which has been accepted by the GLA on OPS;

Review Meeting has the meaning given to it in clause 12.7;

Rough Sleepers means individuals who are or will be aged over 18 when they are granted a tenancy or licence of the relevant SHAP Dwelling and either:

- (a) in the reasonable opinion of the Recipient are homeless and are Sleeping Rough or have demonstrable history of Sleeping Rough in the immediate past;
- (b) do not fall within limb (a) above but in the Recipient's reasonable opinion:
 - i are Insecurely Housed; and
 - ii require support services to maintain an independent and settled lifestyle;

Safeguarding and Serious Incidents Policy means the GLA Rough Sleepers' Services Safeguarding and Serious Incident Policy appended at Schedule 5;

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

Section 114 Report means a report made under Section 114(3) or Section 114A Local Government Finance Act 1988;

SHAP Dwelling means a dwelling which meets the description of SHAP Housing and has been accepted by the GLA within an Indicative Project or a Capital Project on OPS and is identified in the relevant Indicative Project Details or Capital Project Details as forming part of a Revenue Project;

SHAP Housing means subsidised housing that will be made available to individuals within the Programme Client Group at either a:

- (a) London Affordable Rent; or

(b) Social Rent;

SHAP Support Guidelines means the publication entitled “Single Homelessness Accommodation Programme Support Guidelines” issued by the GLA in December 2022 (as updated, amended or replaced from time to time) published at <https://www.london.gov.uk/media/99697/download?attachment>;

Single Homelessness Accommodation Programme or **SHAP** means the GLA's Single Homelessness Accommodation Programme as described in the Bidding Prospectus and any updates published or issued from time to time in relation thereto;

Sleeping Rough means the relevant individual is sleeping outside (including bedding down for the night on the street) or sleeping in a non-residential building or other location not designed for human habitation;

Social Rent means a rent calculated in accordance with the formula and related provisions for calculating social rents set out in the Rent Standard;

Special Conditions means such conditions (if any) as are set out in Schedule 4 to the Agreement;

SPEI Allowable Costs means those costs incurred by the Recipient in undertaking the Project Objectives in respect of the SHAP Dwellings as specified in OPS (calculated using generally acceptable accounting principles) as follows:

- (a) those direct costs incurred by the Recipient in undertaking the Project Objectives in respect of the SHAP Dwellings;
- (b) a proper proportion of costs if these are shared between SHAP Dwellings and other dwellings on sites where the SHAP Dwellings are situated; and/or
- (c) other costs permitted under the Subsidy Control Requirements of undertaking the Project Objectives in respect of the SHAP Dwellings,

in each case calculated using generally acceptable accounting principles;

SPEI Assignment means the assignment to the Recipient (other than where it is a local authority) of the delivery of the Tenancy Support Services, the details of which are set out at Schedule 7 of this Agreement as required under section 29 of the Subsidy Control Act 2022;

SPEI Necessary Subsidy means under the Subsidy Control Requirements the maximum amount of Subsidy which may be provided without Unlawful Subsidy arising;

SPEI Overpayment means the extent to which Public Sector Funding (together with the Agreement Funding) exceeds the SPEI Necessary Subsidy;

SPEI Revenue means all income (including all Public Sector Funding but excluding GLA Funding) which the Recipient or a Recipient Affiliate receives for the purposes of or earns from undertaking the Project Objectives;

Subsidy means any direct or indirect financial assistance which:

- (a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:
 - i a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;
 - ii the forgoing of revenue that is otherwise due;
 - iii the provision of goods or services, or the purchase of goods or services; or
 - iv a measure analogous to these,
- (b) confers an economic advantage on one or more Enterprises;
- (c) is specific insofar as it benefits, as a matter of law or fact, certain Enterprises over others in relation to the production of certain goods or services; and
- (d) 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 a trade agreement with which has provisions in respect of public sector funding arrangements;

Subsidy Control Requirements means the Subsidy Control Act 2022 and/or such other Legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy and applies to the GLA Funding and any other Public Sector Funding, including (but not limited to):

- (a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland to the extent they are applicable in England;
- (b) European Union (Withdrawal Agreement) Act 2020; and
- (c) European Union (Future Relationship) Act 2020;

Subsidy Review means a review by the GLA of the provision of Agreement Funding to determine whether its use by the Recipient is in compliance with the Subsidy Control Requirements and/or has given rise to Unlawful Subsidy and/or (where the Recipient is not a local authority) SPEI Overpayment;

Substitute SHAP Dwelling means a dwelling which the Recipient proposes to deliver as SHAP Housing pursuant to clause 25 in substitution for a SHAP Dwelling;

Tenancy Support Service Agreement means an agreement entered into between the Recipient and the Tenancy Support Services Provider for the provision of tenancy support services to Tenants;

Tenancy Support Services means such tenancy support services and other activities (of such types as described in the SHAP Prospectus) to be provided in respect of tenants within the Project Client Group housed in SHAP Dwellings (in each case as more particularly described in the Project Details) for at least the Funding Period to ensure that, as a minimum, the requirements of this Agreement are met;

Tenancy Support Services Provider means the organisation providing the Tenancy Support Services (who may or may not be the Recipient), as identified in the Project Details prior to the first Claim for GLA Funding under this Agreement;

Tenancy Support SLA means either:

- (a) a Tenancy Support Service Agreement; or
- (b) where the Tenancy Support Services Provider is the Recipient, a Tenancy Support Specification;

which (unless the Tenancy Support Services Provider is also the landlord of the relevant SHAP Dwellings) obliges the Tenancy Support Services Provider to have a housing management contract in place with the landlord of such dwellings;

Tenancy Support Specification means a written specification which:

- (a) identifies the delivery model and standards it will apply in respect of the Tenancy Support Services; and
- (b) describes how the Recipient's will effectively manage the provision of the Tenancy Support Services:
 - i within its organisation;
 - ii with the landlord of the SHAP Dwellings (if different to the Recipient);

Tenant means (as the context requires):

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

Transparency Commitment means the GLA's commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA's Contracts and Funding Code;

UK GDPR has the meaning given to it in section 3(10) of the Data Protection Act 2018;

Unlawful Subsidy means Subsidy which has been granted, or from time to time is, in contravention of the Subsidy Control Requirements;

Vulnerable Young Person means individuals who will be aged between 18 and 25 (inclusive) when they are granted a tenancy or licence of the relevant SHAP Dwelling by the landlord and who:

(a) in the reasonable opinion of the Recipient are homeless or are Sleeping Rough or have demonstrable history of Sleeping Rough in the immediate past; or

(b) do not fall within limb (a) above but in the reasonable opinion of the Recipient are Insecurely Housed,

and require support services to maintain an independent and settled lifestyle;

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

1.3 Headings are for convenience of reference only.

1.4 A party means a party to this Agreement.

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

1.6 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

1.7 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.

1.8 The 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 Recipient Affiliate as if they were the acts or omissions of the Recipient.

1.9 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 (including by email) and signed (or sent, if by email) 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 Recipient

1.10 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 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.

1.11 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 and any

reference to the exercise of discretion by GLA shall be construed as permitting GLA to exercise its discretion freely and without constraint of any kind.

- 1.12 When there are two (2) or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.13 An obligation to do anything includes an obligation to procure its being done.
- 1.14 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.15 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.
- 1.16 Any terms used in the definition of "Subsidy" shall, unless the context requires otherwise, be construed as having the meaning given to them in the Subsidy Control Requirements.

2 **The Project Objectives**

- 2.1 In consideration of the sum of £1 (receipt of which the GLA hereby acknowledges), the GLA has agreed to make the GLA Funding available to the Recipient to fulfil the Project Objectives subject to and in accordance with the terms and conditions of this Agreement.
- 2.2 The Recipient confirms that such details of the SHAP Dwellings comprised in the Original Revenue Project as are required by the GLA have been included in OPS by the date of this Agreement and in submitting such details the Recipient represents and warrants to the GLA that:
 - 2.2.1 it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to undertake the Project Objectives fully in accordance with this Agreement;
 - 2.2.2 no Financial Event has occurred in respect of the Recipient, nor is there a reasonable prospect of such a Financial Event occurring in the future;
 - 2.2.3 the Revenue Project(s) are consistent with the Approved Bid;
 - 2.2.4 the Revenue Project(s) are deliverable in accordance with the Milestones;
 - 2.2.5 the Revenue Project(s) comprise no Public Sector Funding beyond that identified in the Project Details; and
 - 2.2.6 it has informed and received the support of the local authority(ies) of the areas in which the Revenue Project(s) will be delivered.
- 2.3 The Recipient must upload such details as the GLA may require in connection with any proposed Additional Revenue Project onto OPS and in submitting such details the Recipient represents and warrants in relation to the proposed Additional Revenue Project in the terms set out in clause 2.2.

- 2.4 If the GLA is satisfied with the details submitted under clause 2.3 it will confirm its acceptance of the proposed Additional Revenue Project on OPS and from the date of such acceptance:
- 2.4.1 the proposed Additional Revenue Project shall constitute a Revenue Project and immediately be subject to the terms and conditions of this Agreement;
 - 2.4.2 the details set out by the Recipient in respect of any Additional Revenue Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Project Details for the purposes of this Agreement;
 - 2.4.3 the Recipient will be entitled to claim GLA Funding with respect to any SHAP Dwelling within such Revenue Project pursuant to clause 4.1 and 4.2 and subject to the terms and conditions of this Agreement.
- 2.5 If the GLA agrees to make available any grant funding in relation to Additional Revenue Project, the GLA Funding will be deemed to be adjusted by amount of grant funding agreed by the GLA in OPS in relation to the new Revenue Project.
- 2.6 Under no circumstances shall the GLA be obliged to accept any proposed Additional Revenue Project or to provide GLA Funding for any Tenancy Support Services 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 SHAP or other programme commitments).
- 2.7 The Recipient must:
- 2.7.1 promptly and efficiently deliver the Project Objectives and each Revenue Project fully in accordance with this Agreement;
 - 2.7.2 notify the GLA as soon as reasonably practicable when any circumstance occurs which may:
 - (a) impact on the Recipient's ability to deliver any Revenue Project and/or the SHAP Dwellings in accordance with the terms of this Agreement; and
 - (b) indicate that the GLA is making available more grant than is required to deliver any Revenue Project.
- 2.8 The parties acknowledge and agree that the GLA has no obligation to provide any GLA Funding with respect to any dwelling comprised within a Revenue Project:
- 2.8.1 which ceases to meet the description of a SHAP Dwelling;
 - 2.8.2 in respect of which there has been (or in the GLA's opinion (acting reasonably)) there will be a Milestone Failure; or
 - 2.8.3 where the relevant Claim for such dwelling relates to Expenditure Incurred after expiry of the Funding Period or, if sooner, 31 March 2028 (unless otherwise expressly agreed by the GLA on OPS in its absolute discretion).
- 2.9 The parties acknowledge and agree that the Special Conditions apply and have effect.

- 2.10 In respect of each Revenue Project, the Recipient shall:
- 2.10.1 deliver the Revenue Project in accordance with agreed Milestones, the Project Details and any applicable requirements of Procurement Law;
 - 2.10.2 notify the GLA on OPS immediately once Milestones have been achieved with respect to each Revenue Project;
 - 2.10.3 notify the GLA in writing immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect; and
 - 2.10.4 comply with the GLA's requirements in relation to any Project Audit.

3 **Tenancy Support Services**

3.1 The parties acknowledge and agree that:

- 3.1.1 the Tenancy Support Services Provider shall provide the Tenancy Support Services as set out in OPS and on the basis set out under this Agreement; and
- 3.1.2 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 Effect upon the provision of the Tenancy Support Services it shall be entitled to treat this as a failure to deliver the Project Objectives and a Default Event pursuant to clause 7.1.1.

3.2 The Recipient shall:

- 3.2.1 ensure that the Tenancy Support Services are provided in accordance with the details set out in the Project Details (including staffing levels, intensity of support, support model, types of service offered etc) for the entirety of the Funding Period;
- 3.2.2 ensure that a Tenancy Support SLA is in place no less than five (5) Business Days prior to the Recipient submitting its first Claim;
- 3.2.3 comply with (and where relevant ensure that the Tenancy Support Services Provider complies with) the SHAP Support Guidelines;
- 3.2.4 comply with (and where relevant ensure that the Tenancy Support Services Provider complies with) the terms of any Tenancy Support SLA and the Nomination Agreement;
- 3.2.5 notify the GLA on OPS at least thirty (30) Business Days in advance of any change in the Tenancy Support Services Provider (and 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 clause 11;
- 3.2.6 ensure that if the Tenancy Support Services Provider changes, the outgoing Tenancy Support Services Provider is required to co-operate with the new Tenancy Support Services Provider and (if a separate entity) the Recipient to ensure the continuous provision of the Tenancy Support Services;

- 3.2.7 where the Revenue Project is:
- (a) an Identified Project, report any serious incidents which occur in respect of any Tenant to the GLA in line with the GLA's Safeguarding and Serious Incidents Policy within the Project Report; and
 - (b) not an Identified Project:
 - i manage and review serious incidents in line with the Recipient's internal procedures and policies and ensure that the Tenancy Support Services Provider reports any serious incidents which occur in respect of any Tenant to the Recipient on a similar basis to that set out in the GLA's Safeguarding and Serious Incidents Policy and
 - ii inform the GLA of any serious incidents which occur in respect of any Tenant in each Quarter during the term of this Agreement, at the end of such Quarter;
- 3.2.8 provide the GLA promptly with such evidence as the GLA may reasonably require to determine whether any Tenant meets the relevant criteria for the applicable Project Client Group;
- 3.2.9 ensure that prior to undertaking the Project Objectives it has a Nominations Agreement with each applicable Nominating Body and a Tenancy Support SLA with each Tenancy Support Services Provider;
- 3.2.10 procure that each Nominations agreement and Tenancy Support SLA:
- i complies with any applicable Legislation, including the SHAP Support Guidelines (where applicable) and any other relevant policy or guidance specified by the GLA from time to time;
 - ii does not and will not conflict with or prejudice the efficacy of the operation of the Nomination Details or the terms of this Agreement;
- 3.2.11 enforce the terms of each Nominations Agreement and Tenancy Support SLA (as applicable);
- 3.2.12 promptly resolve any disputes between itself and any Tenancy Support Services Provider and the Recipient acknowledge and agrees that the GLA will not arbitrate or otherwise be involved in any such disputes.

4 Payment and performance monitoring arrangements

4.1 Subject to:

- 4.1.1 the Recipient complying with all the terms of this Agreement and there being no continuing Default Event;
- 4.1.2 the Recipient having uploaded the Tenancy Support Services Provider's details on OPS (to the GLA's satisfaction);

- 4.1.3 the Recipient having uploaded in the Project Details (to the GLA's satisfaction) including in respect of any:
- (a) applicable OPS ID Numbers;
 - (b) number of SHAP Dwellings or Indicative SHAP Dwellings identified in the relevant Capital Project or Indicative Project,
- as required to be reflected in each Revenue Project;
- 4.1.4 clause 2.8;
- 4.1.5 all expenditure proposed to be reimbursed by the amount of GLA Funding set out in the Claim being Expenditure Incurred by the Recipient;
- 4.1.6 the Revenue Project comprising no Public Sector Funding beyond that identified in the Project Details;
- 4.1.7 the Recipient having submitted the Project KPI Data for the preceding Quarter;
- 4.1.8 where the Revenue Project is:
- (a) an Identified Project, the Recipient having submitted the Project Report for the preceding Quarter and the preceding Quarter's Project Monitoring Meeting with the GLA having been completed; and
 - (b) not an Identified Project, the Recipient's having provided the GLA with written confirmation submitted on OPS (or in such other form as the GLA may request) that it has completed monitoring of the Tenancy Support Services (including a meeting with the Tenancy Support Services Provider for the preceding Quarter) and is satisfied that such Tenancy Support Services are being delivered in accordance with the Project Details and the requirements of this Agreement,

the Recipient may submit a Claim to the GLA on OPS for a sum not exceeding the amount of GLA Funding identified in the Funding Profile as payable in that Quarter in accordance with Schedule 1 and this clause 4 and in submitting such Claim the Recipient shall be deemed to represent and warrant to the GLA that:

- 4.1.9 all confirmations and certifications made or to be made by the Recipient in OPS in relation to the Revenue Project have been, are or will be correct in all material respects; and
- 4.1.10 the Funding CPs have been satisfied; and
- 4.1.11 the Revenue Project has been delivered and remains deliverable in accordance with the applicable Milestone Dates.
- 4.2 The provisions of Schedule 1 shall apply to and govern the Recipient's making of claims for and the GLA's making of payments of GLA Funding.
- 4.3 The Recipient shall:

4.3.1 make (and ensure that its suppliers and sub-contractors make) all documents in connection with the Revenue Project, the delivery of the Project Objectives and/or the Milestones and the Recipient's obligations under this Agreement available to the GLA upon demand; and

4.3.2 allow (and use all reasonable endeavours to procure that its suppliers and sub-contractors allow) access to such persons for the GLA and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about any Revenue Project and their respective contributions to the Recipient's delivery of the Project Objectives and/or the Milestones.

4.4 The Recipient shall ensure that it and any Recipient Affiliate (at its or their cost) co-operates with the GLA during a Subsidy Review and it shall if requested promptly provide the GLA with such information, evidence and/or explanation as the GLA may reasonable require.

5 **Ineligible expenditure**

5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of delivering the Project Objectives, the Recipient must not use monies paid to it by the GLA under this Agreement for:

5.1.1 recoverable input VAT incurred;

5.1.2 any liability arising out of the Recipient's negligence or breach of contract;

5.1.3 payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed;

5.1.4 the payment of any ombudsman's award or recommendation as regards compensation for maladministration; and/or

5.1.5 the purchase or acquisition of equipment or other assets or other expenditure for capital purposes.

5.2 The list in clause 5.1 is not exhaustive and other expenditure not listed in clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the GLA if there is any doubt as to whether particular costs are eligible.

6 **Financial accountability**

6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular the Recipient shall:

6.1.1 agree in writing in advance with the GLA any changes to any of the Project Objectives, Milestones and/or Milestone Dates;

6.1.2 establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified

and the propriety and regularity of all payments and handling of the GLA Funding are ensured;

- 6.1.3 notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
- 6.1.4 notify the GLA immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- 6.1.5 notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- 6.1.6 notify the GLA immediately if a Financial Event occurs in respect of the Recipient, or if it has no reasonable prospect of avoiding a Financial Event occurring the future;
- 6.1.7 keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Project Objectives (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer). All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be kept for at least ten (10) years after the end date of a Revenue Project. The GLA and any person nominated by the GLA has the right to audit any and all such evidence at any time during the ten (10) years after the end date of a Revenue Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of a Revenue Project and the Recipient shall give all reasonable assistance to the GLA or its nominee in conducting such inspection, including making available documents and staff for interview;
- 6.1.8 make (complying always fully with the requirements of the Data Protection Legislation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
 - (a) inspection, visits and scrutiny of files by the GLA or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
 - (b) an external audit and review of the Revenue Project, Project Objectives and/or Milestones and of financial appraisal and monitoring systems;

and cooperate fully with the GLA and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard;

6.1.9 retain and maintain data and systems required (in the reasonable opinion of the GLA) for the verification of the delivery of Project Objectives and/or Milestones, providing the GLA with copies of and access to the same upon request; and

6.1.10 notify the GLA in writing of any change in the identity of the Recipient's Representative.

6.2 The Recipient shall procure (and where relevant shall require any Tenancy Support Services Provider to procure) the maintenance of all appropriate insurance policies in relation to the delivery of the Tenancy Support Services with an insurer of good repute.

7 Breach of conditions, retention, suspension, withholding and recovery of GLA Funding

7.1 The GLA may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:

7.1.1 in the GLA's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives and/or Milestones;

7.1.2 there is a substantial change to a Revenue Project, the Project Objectives and/or Milestones which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;

7.1.3 any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the GLA reasonably considers to be material;

7.1.4 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and such failure has a Material Adverse Effect;

7.1.5 the composition, ownership or control of the Recipient changes, or a Financial Event occurs in respect of the Recipient or it is dissolved in any way;

7.1.6 any other circumstances significantly affect the Recipient's ability to deliver a Revenue Project and/or meet the Project Objectives and/or Milestones or result in or are in the reasonable opinion of the GLA likely to lead to a Revenue Project and/or the meeting of the Project Objectives and/or Milestones as approved not being completed;

7.1.7 insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the GLA reasonably concludes the GLA Funding is at risk of being misapplied;

7.1.8 termination of the Tenancy Support Service Agreement or material amendment to a Tenancy Support Specification during the Funding Period, save where it is replaced by an Alternative Tenancy Support Service Agreement;

- 7.1.9 the Recipient fails to provide the GLA upon request with:
- (a) copy invoices clearly showing Expenditure Incurred on the Project Objectives and/or Milestones or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (b) documentary evidence verifying (in the opinion of the GLA) the delivery of the Project Objectives and/or Milestones;
- 7.1.10 the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the GLA) conflict with the objectives of the GLA, bring the GLA, the SHAP, DLUHC or the Mayor of London into disrepute or adversely affect the reputation of the GLA, the SHAP, DLUHC or the Mayor of London;
- 7.1.11 the Recipient's status as a Registered Provider is lost, relinquished or removed (where applicable);
- 7.1.12 the Recipient's Investment Partner status is withdrawn, removed or restricted such that it does not extend to a Revenue Project or GLA becomes aware that such status is likely to be withdrawn, removed or restricted;
- 7.1.13 the Regulator directs or recommends that grant is not to be paid to the Recipient or the GLA understands that such a direction or recommendation is likely to be made;
- 7.1.14 the Recipient is unable to make the representations and give the warranties or is in breach of any representation or warranty set out in this Agreement;
- 7.1.15 the Recipient or a Tenancy Support Services Provider ceases operating;
- 7.1.16 a Project Audit or Funding Review demonstrates that the GLA Funding was either:
- (a) in excess of what was required to deliver the Project Objectives; and/or
 - (b) was not spent on the Project Objectives (in whole or in part);
- 7.1.17 the Recipient fails to comply with (or fails to procure that the Tenancy Support Services Provider complies with) the SHAP Support Guidelines; and
- 7.1.18 the Tenancy Support Services cease in respect of a Revenue Project before the expiry of the Funding Period.
- 7.2 The Recipient shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in clause 7.1 arise.
- 7.3 If the GLA becomes entitled to exercise its rights under clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the GLA's rights under clause 7.1, or to exercise them only partially or to delay in exercising them, may be made

on conditions which will be notified to the Recipient provided always that any such decision by the GLA shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

- 7.4 In the event that the GLA exercises its right to terminate this Agreement under clause 7.1:
- 7.4.1 the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this clause 7.4;
 - 7.4.2 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - 7.4.3 the Recipient shall promptly return to the GLA or dispose of in accordance with the GLA's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the GLA pursuant to or in relation to this Agreement; and
 - 7.4.4 the Recipient shall repay to the GLA such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate (acting reasonably provided that where the GLA (acting reasonably) considers that the Recipient has acted fraudulently or dishonestly in claiming any GLA Funding or the acts or omissions of the Recipient have materially adversely affected the reputation of the GLA, it shall be reasonable for the GLA to have absolute discretion in determining the amount repayable under this clause 7.4.4).
- 7.5 The GLA may also in addition to but without prejudice to its rights under clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving three (3) months' notice in writing to the Recipient.
- 7.6 In the event that the GLA exercises its right to terminate this Agreement pursuant to clause 7.5:
- 7.6.1 the provisions of clauses 7.4.1 to 7.4.3 of this Agreement shall apply; and
 - 7.6.2 the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under clause 7.4 and for which it has yet to claim under this Agreement provided always that the Recipient submits a Claim for the same with all supporting documentation required by the GLA in accordance with clause 4 of this Agreement and Schedule 1.
- 8 Procurement and Subsidy Control**
- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- 8.1.1 using a fair and transparent documented decision making process taking account of public sector accountability and probity;

- 8.1.2 in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
- (a) three or more written quotations must be sought in respect of purchases with values between £10,000 and £150,000 (inclusive); and
 - (b) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000; and
- 8.1.3 in accordance with government best practice relating to procurement practices and procedures.
- 8.2 This Agreement is drafted with the intention that it is lawful and complies with the Subsidy Control Requirements (and that where the Recipient is a local authority, any Agreement Funding received by that Recipient does not give rise to a Subsidy).
- 8.3 If the Agreement Funding constitutes Unlawful Subsidy (including (without limitation) where the Recipient is not a local authority and an SPEI Overpayment arises) then the GLA shall be entitled to recover from the Recipient the amount of such SPEI Overpayment and/or Unlawful Subsidy together with such interest as it is required by law to recover and the Recipient must pay such amount(s) within ten (10) Business Days of the GLA requesting repayment.
- 8.4 The Recipient:
- 8.4.1 shall promptly give written notice to the GLA of any Public Sector Funding it receives from a third party in relation to a Revenue Project; and
 - 8.4.2 may not advance or on-lend any Agreement Funding to a third party (in whole or in part).
- 8.5 Save where the Recipient is a local authority, the Recipient acknowledges and accepts the SPEI Assignment.
- 8.6 If following the date of this Agreement, the law requires the GLA to amend this Agreement to comply with a Subsidy Control Requirement then the GLA may, acting reasonably, provide written notice to the Recipient to vary this Agreement to the extent necessary to comply with such change in law.
- 8.7 The GLA may monitor the Recipient's compliance with the requirements of this clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement which has a Material Adverse Effect for the purposes of clause 7.1.4.
- 8.8 The Recipient shall promptly give written notice to the GLA if it becomes aware of an allegation or a finding that Unlawful Subsidy has arisen in relation to this Agreement (including the delivery of the Recipient's obligations under it), the Agreement Funding, whether the same allegation or finding relates to the Recipient or otherwise.

9 **Publicity and intellectual property**

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to a Revenue Project and the fact that the GLA is financially supporting the relevant Revenue Project. In acknowledging the contribution made by the GLA, the Recipient must comply with any guidance on publicity provided by the GLA and the GLA's logos (in the form set out in Schedule 2) shall be used wherever possible.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the GLA including (without limitation) all press and media releases must be approved in writing at least two (2) weeks in advance of any release of publicity material (in any form) by the GLA's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the GLA at least one (1) month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the GLA's reputation or bring the GLA into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the GLA to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the GLA's discharge of its statutory duties and powers.

10 **Agency**

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the GLA.
- 10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the GLA, or in any other way to bind the GLA, to the performance, variation, release or discharge of any obligation or power or to make any statement on behalf of the GLA (unless approved in writing in advance).
- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the GLA for any purpose whatsoever.

11 **Amendment**

- 11.1 The parties may from time to time agree changes to the Project Details and where such changes are agreed they shall be implemented by the Recipient amending the Project Details 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 Project Details as they existed prior to the changes proposed under this clause 11.
- 11.2 The Recipient acknowledges and agrees that it will be required to identify and keep updated on OPS, certain Milestones which must be achieved by specified Milestone Dates in relation to each Revenue Project.
- 11.3 If the Recipient proposes any changes to the Milestones, Milestone Dates and/or Claim Dates, it must upload such proposed changes on OPS for the GLA's review. If the GLA agrees to the changes, it will confirm the amendments on OPS. In default of agreement the

parties will be bound by the Milestones, Milestone Dates and/or Claim Dates as they existed prior to the changes proposed.

11.4 The GLA shall not under any circumstances be obliged to extend any Milestones, Milestone Dates and/or Claim Dates (although it may do so in its absolute discretion) if this would:

11.4.1 change the amount of GLA Funding proposed to be claimed in any financial year in the relevant Funding Period; and/or

11.4.2 extend any Milestone Dates and/or Claim Dates beyond 31 March 2028.

11.5 The Recipient acknowledges and agrees that any amendment requested under this Agreement which would impact upon the amount of the GLA Funding or the Funding Profile shall be agreed in the GLA's absolute discretion and may require the GLA to obtain DLUHC's prior consent.

11.6 The parties acknowledge and agree that the GLA may from time to time review (a **Funding Review**) the amount of GLA Funding claimed or forecast to be claimed against:

11.6.1 the Recipient's progress against the Milestones and the Milestone Dates; and/or

11.6.2 the number of Caseload Spaces (Actual) relative to the number of Caseload Spaces (Claimed),

11.6.3 the number of Caseload Spaces (Actual) relative to the number of Caseload Spaces set out in the Project Details

and the Recipient must promptly assist and co-operate with such Funding Review, including by way of providing any additional information or evidence requested by the GLA.

11.7 Without prejudice to the operation of clause 7, where the GLA identifies further to a Funding Review that:

11.7.1 there has been a Milestone Failure; or

11.7.2 the number of Caseload Spaces (Actual) is less than the number of Caseload Spaces (Claimed); or

11.7.3 the number of Caseload Spaces (Actual) is or will be less than the number of Caseload Spaces anticipated to be delivered in the Project Details at the relevant Milestone Date,

the GLA shall notify the Recipient and the parties (acting in good faith) shall seek to agree within fifteen (15) Business Days of the date of such notification a revised Funding Profile and/or GLA Funding figure in light of the Funding Review Trigger and:

11.7.4 where the revised Funding Profile or GLA Funding figure is agreed (the **Agreed Funding Adjustment**) the Recipient will:

(a) amend the Project Details including the amount of the GLA Funding and Funding Profile to reflect the Agreed Funding Adjustment as may be necessary on OPS; and

- (b) reduce the GLA Funding and/or Funding Profile to reflect the Agreed Funding Adjustment; or
 - (c) where requested by the GLA, repay the difference between the GLA Funding figure recorded on OPS in respect of the relevant Revenue Project immediately prior to the Funding Review and the Agreed Funding Adjustment within ten (10) Business Days of the GLA's demand.
- 11.7.5 where a revised Funding Profile or GLA Funding figure is not agreed the GLA will be entitled to:
 - (a) reduce the GLA Funding and/or adjust the Funding Profile by an amount equal to the Reduction Amount and require the Recipient to amend the Project Details (including the amount of the GLA Funding and Funding Profile) to reflect such reduction or adjustment on OPS; or
 - (b) where the circumstances in clause 11.7.2 apply, require the Recipient to repay to the GLA the Pro-Rated Amount within 10 Business Days of the GLA's demand.
- 11.8 Without prejudice to the operation of clauses 11.1 to 11.7 (inclusive) the Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the GLA. No amendment to this Agreement shall be effective unless it is made in writing and by deed and the Recipient shall comply with any formal procedures for amending agreements which the GLA may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment reasonably proposed by the GLA.
- 12 **Review, monitoring and reporting**
- 12.1 The Recipient must keep OPS updated and ensure that it accurately reflects any requirements of the GLA and the agreed Project Details from time-to-time.
- 12.2 The Recipient will be required to monitor progress against the agreed Milestones and Milestone Dates in each Revenue Project and promptly update OPS with any proposed changes to the Milestones and Milestone Dates and inform the GLA of any impacts on forecasted claims profiled on OPS. The GLA shall not be obliged to approve any changes to the Milestones, Milestone Dates or Funding Profile.
- 12.3 The Recipient must promptly advise the GLA when any circumstance occurs which:
 - 12.3.1 may impact adversely on the Recipient's ability to deliver any Revenue Project in accordance with the Milestone Dates or otherwise in accordance with the terms of this Agreement; or
 - 12.3.2 constitutes a Default Event or a breach of the Delivery and Operational Obligations.
- 12.4 The Recipient will be required to provide the GLA with a list of CHAIN (Combined Homelessness and Information Network) numbers of Tenants on an annual basis or as otherwise required by the GLA, to allow for monitoring of demographic and equalities information for the Single Homelessness Accommodation Programme.

- 12.5 The Recipient will be required to provide the GLA with:
- 12.5.1 where requested by the GLA aggregate, anonymised data for equalities impact monitoring purposes;
 - 12.5.2 Project KPI Data and, where a Revenue Project is an Identified Project, the Project Report, via OPS (or such other method specified by the GLA from time to time) in advance of the submission of each Claim.
- 12.6 Where a Revenue Project:
- 12.6.1 is an Identified Project, the Recipient will be required to attend a Project Monitoring Meeting with the GLA in respect of such project each Quarter;
 - 12.6.2 is not an Identified Project, the Recipient must:
 - (a) carry out its own meetings with the Tenancy Support Services Provider to ensure it is satisfied that the Tenancy Support Services are being delivered in line with the Project Details each Quarter and provide confirmation to the GLA that such meetings have occurred within the same Quarter; and
 - (b) report the outcomes of any meetings to the GLA when reasonably requested to do so by the GLA.
- 12.7 Without prejudice to the requirements of clause 12.6, the Recipient shall attend a review meeting when required to do so by the GLA acting reasonably and the GLA shall provide the Recipient with written details of the matters to be discussed at the review meeting timeously in advance of such meeting.
- 12.8 The 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 clause 12 and shall use all reasonable endeavours to ensure the accuracy of any information provided.
- 12.9 In addition to any meetings, throughout the term of this Agreement the Recipient shall:
- 12.9.1 cooperate fully with and provide the GLA and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting any evaluation by the GLA or DLUHC of any Revenue Project; and
 - 12.9.2 procure that the Tenancy Services Support Provider and Recipient's agents, servants and contractors cooperate fully with and provide the GLA and DLUHC and its or their agents, servants and contractors with all information and assistance that it or they reasonably requests from time to time including (without limitation) participating in and supporting the GLA or DLUHC's evaluation of any Revenue Project.

13 **Compliance with legislation and policies**

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

13.1.1 shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending a Revenue Project or delivering the Project Objectives;

13.1.2 shall ensure it complies and its suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and

13.1.3 shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the relevant Revenue Project and the Project Objectives.

13.3 Without prejudice and in addition to clause 13.1 and clause 13.2 the Recipient:

13.3.1 shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

13.3.2 acknowledges that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:

(a) eliminate unlawful discrimination and harassment;

(b) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and

(c) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

and shall, in undertaking any activity concerning a Revenue Project assist and cooperate with the GLA where possible in respect of the GLA's compliance with its duties under clause 13.3.2;

13.3.3 shall assist and co-operate with the GLA where possible with the GLA's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;

- 13.3.4 shall before the commencement of the delivery of the Project Objectives in any Revenue Project:
- (a) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the relevant Revenue Project (by the Recipient, the Tenancy Services Support Provider, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Legislation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the relevant Revenue Project; and
 - (b) have in place (and maintain throughout the continuance of the relevant Revenue Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.
- 13.3.5 shall if required by the GLA, ensure that the relevant Revenue Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the GLA, the Recipient shall develop a responsible procurement plan (the **Recipient's Responsible Procurement Plan**) setting out how the Recipient intends to carry out the relevant Revenue Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the GLA for approval, such approval not to be unreasonably withheld. The GLA shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a breach of this Agreement which has a Material Adverse Effect;
- 13.3.6 shall, where relevant to a Revenue Project, be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the GLA in respect of all liabilities which the GLA may incur or suffer in relation to such Regulations; and
- 13.3.7 shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the relevant Revenue Project and comply with its obligations under this Agreement in manner which enables the GLA to comply fully with its duties under part 5 Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.
- 13.4 The Recipient may be required to upload copies of certain policies (such as policies in respect of safeguarding, whistleblowing, referral, lone working) to OPS and must comply with any policies so uploaded.

14 **Liability and insurance**

14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the GLA from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the GLA and arising in connection with the management (including financial management) and delivery of any Revenue Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.

14.2 The Recipient shall ensure that at all material times it maintains in force appropriate policies of insurance with an insurance company of long-standing and good repute in respect of:

14.2.1 public liability for a minimum amount of five million pounds sterling (£5,000,000) in respect of any one occurrence or a series of occurrences arising out of any one event; and

14.2.2 such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.

14.3 The Recipient shall on the written request of the GLA from time to time allow the GLA to inspect and/or provide the GLA with evidence that it has all necessary policies of insurance in place.

15 **Data Protection, Freedom of Information, confidentiality and transparency**

15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

15.2 The Freedom of Information Act 2000 (the **FOIA**) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the GLA as reasonably requested by the GLA in respect of any request for information made to the GLA in connection with this Agreement pursuant to the FOIA.

15.3 Subject to clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.

15.4 The obligations under clause 15.3 shall not apply to:

15.4.1 information which at the time of disclosure is in the public domain;

15.4.2 information which is required to be disclosed by law;

15.4.3 information which is disclosed with the consent of the disclosing party.

15.5 The Recipient acknowledges and agrees that the GLA:

15.5.1 is subject to the Transparency Commitment and accordingly, notwithstanding clause 15.3, the Recipient hereby gives its consent for the GLA to publish the Agreement Information to the general public; and

15.5.2 the GLA may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The GLA may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this clause 15.5. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

16 **Entire agreement**

This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.

17 **Force majeure**

17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.

17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure Event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

18 **Dispute resolution**

18.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this clause 18.

18.1.1 In the event that the Recipient or the GLA consider that a Dispute exists, such party shall serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute and in the first instance the parties shall use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this clause 18.

18.1.2 Representatives of the 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.

18.1.3 Where either no representatives of both parties are available to meet within the period set out in clause 18.1.2 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 Recipient and the GLA (the **Senior Executives**).

- 18.1.4 The Senior Executives shall meet within ten (10) Business Days (or such other longer period not exceeding twenty (20) Business Days as the parties may agree) of such referral to attempt to resolve the Dispute. Any unanimous resolution of the Senior Executives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.
- 18.1.5 if the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Executives, such Dispute must be dealt with in accordance with clause 18.2.
- 18.2 In the circumstances contemplated in clause 18.1.5, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator will be nominated by CEDR. The parties agree that:
- 18.2.1 to initiate the mediation a party must give notice in writing (**ADR Notice**) to the other party to the Dispute requesting a mediation. A copy of the request should be sent to CEDR;
- 18.2.2 the mediation shall start not later than twenty eight (28) days after the date of the ADR Notice; and
- 18.2.3 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 arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.

19 Notices

- 19.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if:
- 19.1.1 sent by electronic mail (but not by facsimile) in the case of either party to the other party's email address set out in clause 19.3 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
- 19.1.2 delivered by hand and receipted for by the recipient; or
- 19.1.3 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.
- 19.2 Any notice shall be deemed to be given by the sender and received by the Recipient:
- 19.2.1 if sent by email, on the date that the email is received at the relevant email address set out in clause 19.3;
- 19.2.2 if delivered by hand, when delivered to the recipient;
- 19.2.3 if delivered by a recorded delivery service, three (3) 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.

19.3 The email addresses for service of notices given pursuant to clause 19.2 are:

19.3.1 for the GLA:

(a) email address: roughsleepingcommissioning@london.gov.uk;

19.3.2 for the Recipient:

(a) email address: [REDACTED],

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 clause 19.3.

20 **Survival of this Agreement**

20.1 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.

20.2 Insofar as any of the obligations of the 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.

20.3 Without limitation the provisions of any of clauses 2.10.4, 4.3, 4.4, 6, 7, 8, 9, 10, 14, 15, 18, 19, 21, paragraphs 3, 4 and 6 of Schedule 1, Schedule 5, Schedule 8 and this clause 20 and such other provisions of this Agreement as are necessary to give effect to such clauses are expressly agreed by the parties to survive the termination or expiry of this Agreement.

21 **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 clause 18 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

22 **London Living Wage**

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

22.1 use all reasonable endeavours to ensure that no employees engaged in the delivery of the Project Objectives is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

22.2 use all reasonable endeavours to ensure that no employees engaged in the delivery of the Project Objectives is paid less than the amount to which they are entitled in their respective contracts of employment; and

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

23 **Execution**

23.1 This Agreement may be executed:

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

23.1.2 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.

24 **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.

25 **Substitute SHAP Dwellings**

25.1 If the GLA agrees that a SHAP Dwelling (the **Original Dwelling**) is substituted for an alternative SHAP Dwelling (the **Substitute SHAP Dwelling**) under a Capital Project, the Recipient must:

25.1.1 update the Project Details to reflect the inclusion of the Substitute SHAP Dwelling by:

(a) if applicable, amending the OPS ID Number referable to the Original Dwelling to reflect the OPS ID Number for the Substitute SHAP Dwelling;

(b) make such other amendments to the Project Details as the GLA may require;

25.1.2 continue to provide the Tenancy Support Services in respect of the Substitute SHAP Dwelling on the basis set out in this Agreement.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[GLA]

[**EXECUTED** as a **DEED** by affixing)
the common seal of the)
GREATER LONDON AUTHORITY)
In the presence of:

Authorised Signatory]

[DN: Include if using wet ink signatures]

[**EXECUTED** and delivered)
for and on behalf of the)
GREATER LONDON AUTHORITY by:)

Authorised Signatory

.....

NAME (BLOCK)

.....

Position

.....

Authorised Signatory

.....

NAME (BLOCK)

.....

Position]

[DN: include if using electronic signatures]

[Recipient]

EXECUTED as a **DEED** by affixing **THE COMMON**)
SEAL of **[RECIPIENT]**)

In the presence of:)

.....
Authorised Officer

Print Name:

Schedule 1

Funding Schedule

1 Payment Arrangements

1.1 Within thirty (30) Business Days of each Claim Date (or such other date expressly agreed by the GLA on OPS), the Recipient shall submit to the GLA via OPS:

1.1.1 a Claim;

1.1.2 where requested by the GLA, details of the Expenditure Incurred (with supporting evidence) including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its Chief Financial Officer (which shall mean such officer validly authorised to act in such capacity on the Recipient's behalf (**Recipient's Chief Financial Officer**));

1.1.3 up to date and complete Project KPI Data and (where applicable) any relevant Project Report; and

1.1.4 such other evidence and information, as the GLA may require (acting reasonably).

2 The GLA shall, subject always to clause 4.1, pay the Grant Payment to the Recipient within ten (10) Business Days of submission of a valid Claim on OPS by the Recipient, provided that that the accompanying information and evidence submitted pursuant to the above paragraph 1 is in a form satisfactory to the GLA.

3 If the record referred to in clause 6.1.7 of this Agreement shows that the GLA Funding paid to the Recipient is in excess of the Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the GLA forthwith and in all circumstances no later than thirty (30) days following demand by the GLA. Without prejudice to this obligation, the GLA may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the GLA to the Recipient.

4 If the whole or any part of the GLA Funding is not claimed by the Recipient within three (3) months of the expiry of the Funding Period it will (unless the GLA has otherwise agreed in writing) automatically be cancelled and the GLA shall not be required or obliged to pay any further GLA Funding.

5 The parties acknowledge and agree that the:

5.1.1 amount of GLA Funding identified in any Claim may not exceed the amount identified in the Funding Profile as payable in the relevant Quarter; and

5.1.2 total Grant Payments claimed by the Recipient under this Agreement may not exceed the GLA Funding.

6 The Recipient must submit such information as the GLA reasonably requires to monitor the operation and application of this Schedule 1 and to support the claims made by the Recipient under it.

Schedule 2

The GLA's Logo

SUPPORTED BY
MAYOR OF LONDON

Schedule 3

Milestones, Monitoring and Key Performance Indicators

Milestones

OPS Block: Milestones & Claims Block

- All Revenue Recipients will be required to input dates for the pre-fixed milestones at bidding stage.
- Further bespoke milestones may be appropriate and will be discussed and agreed post-allocation.

	Milestone	Date
Pre-fixed milestones (at bidding stage)	Start of implementation period	
	All staff recruited	
	Full service start	
	First unit occupied	
	Service at full occupancy	
	End of support service	

Milestone definitions

- Start of implementation period means the date from which expenditure incurred can be claimed against allocated SHAP revenue
- All staff recruited means all staff on the agreed staffing structure for the service have been recruited for and/or cover arrangements have been made for any vacancies
- First unit occupied means a tenancy/licence has been issued for occupancy of the first unit
- Full service start means the staff team is in post, service is open to referrals and units are available for occupation
- Service at full occupancy means the service is at 100% occupancy for all lettable units or target steady state of occupancy (if not expected to be 100% occupancy at all times)
- End of support service means the support service as funded by SHAP revenue has ended (NB the service may continue under non-SHPA funded and/or in an altered form once SHAP funding has ended)

Monitoring

SHAP projects are considered either 'Identified Projects' or 'Non-Identified Projects'.

Identified Projects will typically be those where the Revenue Recipient is also the support provider, although the GLA may consider other projects to Identified Projects if they are novel or complex.

Non-Identified Projects are all other projects, typically those where the Revenue Recipient and the support provider are separate organisations.

Your allocation letter will make clear whether your project is Identified or Non-Identified, and this will also be reflected in the updated bid information entered onto OPS post-allocation.

Monitoring requirements will be different for Identified Projects and Non-Identified Projects.

All projects will:

- Submit monthly KPI data via the KPI block on OPS

Identified Projects will:

- Submit a quarterly monitoring report via OPS (see example template below)
- Attend a quarterly monitoring meeting with GLA officers

Non-Identified Projects will:

- Submit quarterly confirmation (as part of the quarterly claim) via OPS that they have completed their own appropriate monitoring and oversight of the support provision
- By exception and upon GLA request produce evidence of the above

In all cases, it is the Revenue Recipient that is responsible for submitting monitoring data and reports.

Monthly Key Performance Indicators

OPS block: KPI block

All Revenue Recipients will be required to submit data for the following Key Performance Indicators (**KPIs**) on a monthly basis. Submission will be required by the end of the month following the month being reported on (e.g. if reporting on April performance, submissions can be made from 1 May and must be received before 31 May).

Clients supported	1. Number of service users supported to-date (all time)
	2. Of 1, number of service users with a CHAIN record
	3. Number of service users supported within the month
	4. Of 3, number of service users who slept rough in the month (excluding rough sleeping before accessing the service)
	5. Number of service users supported at month end
	6. Number of service users housed to-date (all time)

Clients housed	7. Number of service users housed within the month
	8. Number of service users newly housed within the month
	9. Number of service users housed at month end
Voids	10. Number of void bedspaces at month end
	11. Of 10, number of bedspaces void for 90 days or more
Outcomes	12. Number of tenancy ends to-date (all time)
	13. Of 12, number of positive tenancy ends
	14. Of 12, number of negative tenancy ends
	15. Number of tenancy ends within the month
	16. Of 15, number of positive tenancy ends
	17. Of 15, number of negative tenancy ends

The GLA may, at its discretion, request further details or evidence of the above.

Schedule 4
Special Conditions

1 [XXX]¹

¹ To be updated if any bespoke conditions are applicable.

Schedule 5

Safeguarding and Serious Incidents Policy

MAYOR OF LONDON

GLA Rough Sleepers' Services Safeguarding and Serious Incident Policy

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1 Introduction

- 1.1 This policy sets out the GLA's policies on safeguarding adults at risk and the handling of serious incidents within services commissioned by the GLA's Rough Sleeping Commissioning Team.
- 1.2 The GLA does not have the same role and statutory responsibility as local authorities with regard to safeguarding so services should be aware of and always follow the safeguarding procedures of the local authority in which the individual resides and the safeguarding policies and procedures of any local authority whose residents are in their care. Local authorities in London have adopted a common set of policies and procedures to which service providers should have regard – [London Multi-Agency Adult Safeguarding Policy & Procedures](#) – published by the London Safeguarding Adults Board.
- 1.3 The GLA does not have the same duty of investigation in respect to safeguarding enquiries as local authorities and safeguarding alerts should not be made to the GLA for this reason.
- 1.4 However, the GLA does have a duty as a commissioner to ensure that the services we commission have safeguarding procedures in place and are able to correctly and expediently respond to safeguarding concerns. The GLA also has a duty to ensure its services are safe and well run and that the services we commission have procedures and policies for minimising, handling, investigating and learning from serious incidents.
- 1.5 The GLA also has a duty as a service commissioner to investigate patterns of safeguarding incidents and serious incidents that occur in or in relation to the services it commissions in order:
 - To enable the GLA to monitor the incidence and types of safeguarding incidents and serious incidents reported and to identify any trends so that learning can take place across commissioned services.
 - To enable the GLA to monitor the outcomes and action plan implementation from the investigation of safeguarding incidents and serious incidents in commissioned services in order to share the learning locally and ensure the services it funds are performing well.
 - To ensure that safeguarding incidents and serious incidents are handled appropriately.

2 Glossary and useful acronyms

Abuse includes physical, sexual, emotional, psychological, financial, material, neglect, acts of omission, discriminatory and institutional abuse.

ADASS (Association of Directors of Adult Social Services) is the national association for directors of local authority adult social care services.

Adult at risk is a person aged 18 or over who is in need of care and support (whether or not those needs are being met), who is experiencing or at risk of abuse or neglect, and because of those needs is unable to protect themselves against the abuse or neglect or the risk of it. The term replaced 'vulnerable adult'.

Advocacy is supporting a person to understand information, express their needs and wishes, secure their rights, represent their interests and obtain the care and support they need

Capacity is an individual's ability to make a decision about a particular matter at the time the decision needs to be made (as detailed in the Mental Capacity Act 2005 Code of Practice).

Care setting/services includes health care, nursing care, social care, domiciliary care, social activities, support setting, emotional support, housing support, emergency housing, befriending and advice services and services provided in someone's own home or other setting for a person by means of a personal budget.

Concern is the term used to describe when there is or might be an incident of abuse or neglect and it replaces the previously used term of 'alert'.

Enquiry establishes whether any action needs to be taken to stop or prevent abuse or neglect, and if so, what action and by whom the action is taken. Previously this may have been referred to as a 'referral'.

Enquiry Lead is the agency who leads the enquiry described above.

Enquiry Officer is the member of staff who undertakes and co-ordinates the actions under Section 42 (Care Act 2014) enquiries.

GLA the Greater London Authority.

SAPB (Safeguarding Adults Partnership Board) represents various organisations in a local borough who are involved in safeguarding adults and sets the local strategic approach to safeguarding adults at risk in the area.

Serious case review (adults) is undertaken by a Safeguarding Adults Partnership Board (SAPB) when a serious case of adult abuse takes place. The aim is for agencies and individuals to learn lessons to improve the way in which they work.

SI (Serious Incident) is a term defined as an incident that occurred in relation to services resulting in significant harm or unexpected or avoidable death of one or more patients, staff, visitors or members of the public.

Significant harm is not only ill treatment (including sexual abuse and forms of ill treatment which are not physical), but also the impairment of, or an avoidable deterioration in, physical or mental health, and the impairment of physical, intellectual, emotional, social or behavioural development.

Staff, for the purposes of this protocol, relates to staff in services commissioned by the GLA as well as staff working directly for the GLA. Unless specifically excluded, staff will also include volunteers used by commissioned services and the GLA.

Vital Interest is a term used in the General Data Protection Regulation (GDPR) to permit sharing of information where it is critical to prevent serious harm or distress, or in life-threatening situations

Willful neglect is an intentional or deliberate omission or failure to carry out an act of care by someone who is responsible for the care of a person who lacks capacity to care for themselves.

3 Aims of this policy

- 3.1 The aims of this policy are twofold:
- To ensure that GLA-funded service providers are clear about how to manage safeguarding enquiries for adults at risk.
 - To ensure that other serious incidents that take place within or in relation to services are well handled, reported, learnt from and their occurrence reduced. It should be noted that an event can be both a serious incident and a safeguarding concern.
- 3.2 This policy is not intended to replace safeguarding and serious incident policies already held by agencies, nor does it replace any specific requirements outlined in contractual service specifications or in any way affect the providers' need to act within the law. This policy is designed to supplement existing policies and procedures.

4 Objectives of the policy

- 4.1 The GLA has a duty to ensure that service users receive a safe, secure and appropriate service. This policy aims to ensure that:
- Commissioned services take steps to minimise the risk of serious incidents and/or abuse of adults at risk.
 - Staff in services are fully aware of the service's serious incidents policy and safeguarding procedures, and also this policy.
 - Where incidents or abuse does occur that services take immediate remedial action and draw lessons from the subsequent reporting and investigation which will enable them to prevent such incidents or abuse in future and share these conclusions with other services
 - The GLA and all commissioned services comply with legislation and partnership policies.
- 4.2 The service, or its parent organisation must have, its own serious incidents policy and procedures and be able to demonstrate this to the GLA Rough Sleeping Team on request.
- 4.3 The service must also keep accurate records of all serious incidents to enable review and audit to take place. These records must be open to review and audit by the GLA Rough Sleeping Team on request.
- 4.4 It is expected that service providers will provide their staff with appropriate training so they will be able to identify and respond to serious incidents in the manner set out in this policy and the service's own policies and procedures.

5 Definitions

- 5.1 The definition of a serious incident is broad and is expected to be covered within the service provider's own policies and procedures. It is expected that this will include all incidents involving the following:
- serious crime or violence to service users, staff or members of the public
 - serious threats to service users, staff or members of the public
 - unexpected death or serious injury within the service
 - unexpected emergency admission to hospital

- incidents that lead to a serious disruption of a funded service e.g. fire, flood, power failure, bomb threats
- any incident that leads to a Safeguarding Adults/Children Concern being raised

5.2 An adult at risk, formerly described as a vulnerable adult, is described as:

A person aged 18 or over who is in need of care and support (whether or not those needs are being met), who is experiencing or at risk of abuse or neglect, and because of those needs is unable to protect themselves against the abuse or neglect or the risk of it.¹

5.3 For the services commissioned by the GLA the most likely people to be assessed as at risk are:

- those suffering from mental illness
- those who lack capacity (this may be caused by impairment related to alcohol or drugs).
- elderly or frail
- from different cultural backgrounds with limited English
- those who have physical or sensory disability
- those who have a learning disability
- those who suffer from a severe and incapacitating physical illness.

5.4 Abuse is defined as:

- **Physical abuse** – includes assault, hitting, slapping, pushing, misuse of medication, restraint or inappropriate physical sanctions.
- **Domestic abuse** – includes any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over, who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse: psychological, physical, sexual, financial, emotional abuse and ‘honour’ based violence.
- **Sexual abuse** - includes rape, indecent exposure, sexual harassment, inappropriate looking or touching, sexual teasing or innuendo, sexual photography, subjection to pornography or witnessing sexual acts, indecent exposure, sexual assault and sexual acts to which the adult has not consented or was pressured into consenting.
- **Psychological abuse** - includes emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, cyber bullying, isolation, unreasonable and unjustified withdrawal of services or supportive networks.
- **Financial abuse** - includes theft, fraud, internet scamming, coercion in relation to an adult’s financial affairs or arrangements including in connection with wills, property, inheritance or financial transactions and the misuse or misappropriation of property, possessions or benefit.
- **Modern slavery** – includes slavery, human trafficking, forced labour and domestic servitude.
- **Discriminatory abuse** - includes harassment, slurs or similar treatment because of race, gender and gender identity, age, disability, sexual orientation or religion.
- **Neglect and acts of omission** - includes ignoring medical, emotional or physical care needs, failure to provide access to appropriate health, care and support or educational services and/or the withholding of the necessities of life, such as

¹ [London Multi-Agency Adult Safeguarding Policy & Procedures](#) (2019, London Safeguarding Adult Board)

medication, adequate nutrition and heating. Neglect also includes a failure to intervene in situations that are dangerous to the person concerned or to others, particularly where the adult at risk lacks the mental capacity to assess risk for themselves.

- **Institutional abuse** - includes neglect and poor professional practice. This may take the form of isolated incidents of poor and unsatisfactory professional practice, through to pervasive ill treatment or gross misconduct.
- **Self-neglect** – includes a wide range of behaviour neglecting to care for one's personal hygiene, health or surroundings and includes behaviour such as hoarding. It should be noted that self-neglect may not always prompt a section 42 enquiry. An assessment should be made on a case by case basis.

6 Relevant policies and guidance

- 6.1 It is intended that this policy should be used in conjunction with the London multi agency policies and procedures to safeguarding adults from abuse (*London Multi-Agency Adult Safeguarding Policy & Procedures*) and any additional policies and or guidance of the local authority in which the service is based. It may also be necessary to follow the reporting requirements of any authority outside London whose resident is using a GLA commissioned service.
- 6.2 Providers of services commissioned by the GLA should also have regard to the following guidance:
- [London Multi-Agency Adult Safeguarding Policy & Procedures](#) (2019, London Safeguarding Adult Board)
 - (for charitable organisations) [How to report a serious incident in your charity](#) (2014, Charity Commission).
 - [Disclosure and Barring Service rules, guidance and support](#) (2021, Home Office).
- 6.3 Providers of services commissioned by the GLA should also have regard to the following legislation:
- Care Act (2014)
 - Mental Capacity Act (2005)
 - Human Rights Act (1998)
 - Mental Health Act (1983)
 - Safeguarding Vulnerable Groups Act (2006)
 - Equality Act (2010)
 - Data Protection Act (2018).

7 Confidentiality

- 7.1 Staff must be aware that information concerning an allegation of abuse and any client details must be shared on a 'need to know' basis only, taking care to protect client confidentiality. Staff must also be aware of how decisions on breaching client confidentiality when it is in the best interest of a client or in the wider public interest are made by the commissioned service provider. Commissioned services must be able to demonstrate they have the processes in place to make decisions regarding safeguarding and client confidentiality fairly and appropriately.

- 7.2 [Guidance from the Social Care Institute for Excellence \(SCIE\)](#) details when organisations need to share safeguarding information with the right people at the right time to:
- prevent death or serious harm
 - coordinate effective and efficient responses
 - enable early interventions to prevent the escalation of risk
 - prevent abuse and harm that may increase the need for care and support
 - maintain and improve good practice in safeguarding adults
 - reveal patterns of abuse that were previously undetected and that could identify others at risk of abuse
 - identify low-level concerns that may reveal people at risk of abuse
 - help people to access the right kind of support to reduce risk and promote wellbeing
 - help identify people who may pose a risk to others and, where possible, work to reduce offending behaviour
 - reduce organisational risk and protect reputation.
- 7.3 As outlined in Section 1.1.5 of *London Multi-Agency Adult Safeguarding Policy & Procedures*, whenever possible, informed consent to the sharing of information should be obtained. However:
- Emergency or life-threatening situations may warrant the sharing of relevant information with the relevant emergency services without consent.
 - The law does not prevent the sharing of sensitive, personal information within organisations. If the information is confidential, but there is a safeguarding concern, sharing it may be justified.
 - The law does not prevent the sharing of sensitive, personal information between organisations where the public interest served outweighs the public interest served by protecting confidentiality – for example, where a serious crime may be prevented.
- 7.4 If a person refuses intervention to support them with a safeguarding concern, or requests that information about them is not shared with other safeguarding partners, their wishes should be respected. However, there are a number of circumstances where the practitioner can reasonably override such a decision, including:
- the person lacks the mental capacity to make that decision – this must be properly explored and recorded in line with the Mental Capacity Act
 - other people are, or may be, at risk, including children
 - sharing the information could prevent a crime
 - the alleged abuser has care and support needs and may also be at risk
 - a serious crime has been committed
 - staff are implicated
 - the person has the mental capacity to make that decision but they may be under duress or being coerced
 - the risk is unreasonably high and meets the criteria for a multi-agency risk assessment conference referral
 - a court order or other legal authority has requested the information.²
- 7.5 Whether information is shared with or without the adult at risk's consent, the information sharing process must abide by the principles of the General Data Protection Regulation (GDPR). The GDPR should not be a barrier to sharing information. It provides a framework to ensure that personal information about living persons is shared appropriately.

²[Safeguarding adults: sharing information](#) (2019, Social Care Institute for Excellence)

- 7.6 Staff should also refer to their organisation's Data Protection and Sharing Agreement with the GLA and relevant partners.

8 Responsibilities

8.a Responsibilities of the GLA

- 8.1 The GLA as a service commissioner will ensure that safeguarding requirements and expectations are included in all contracts, funding agreements and service specifications for services that it commissions or otherwise funds.
- 8.2 The GLA will also ensure that safeguarding is integrated into contract monitoring and contract management processes. The GLA will also have procedures in place to carry out audits of the safeguarding procedures, policies and any incidents which have occurred in relation to services it commissions and from time to time will carry out an audit of services it commissions and report on this audit.
- 8.3 The GLA will ensure that safeguarding issues reported to it through the contract monitoring of services are also being reported to the relevant local authority/Safeguarding Adults Board.
- 8.4 The GLA will attend when required relevant local Safeguarding Adults Boards in its role as a commissioner of support services. The GLA will also require commissioned services to attend or otherwise support Safeguarding Adults Boards as required and participate in Serious Case Reviews commissioned by Safeguarding Adult Partnership Boards.
- 8.5 The GLA will promote learning and best practice on safeguarding amongst all the services it commissions or otherwise funds.

8.b Responsibilities of commissioned services

- 8.6 Commissioned services will ensure that they have their own internal safeguarding and serious incidents and safe recruitment policies and procedures and that these are compatible with this policy and all the policies referenced above. If these policies are reviewed and updated, new versions should be sent the GLA's Rough Sleeping Commissioning Team.
- 8.7 Commissioned services will ensure their staff, including temporary staff employed either by an agency or directly by the service provider, and volunteers are fully trained on safeguarding and serious incident policies and procedures and that staff and volunteers regularly attend refresher training. The training staff or volunteers receive should be appropriate to their job role.
- 8.8 Staff, including temporary staff employed either by an agency or directly by the service provider, and volunteers will be appropriately vetted and commissioned services will have safe recruitment practices.
- 8.9 Commissioned services will make service users aware of their safeguarding and serious incidents policies and procedures, in particular in relation to alerting the service or an independent organisation of a safeguarding concern.
- 8.10 Commissioned services will report safeguarding concerns to the relevant local authority using that local authority's policies and procedures. Commissioned services will also report safeguarding concerns to the GLA using the procedures in the section 9 of this document.

- 8.11 Commissioned services will attend Safeguarding Adults Boards where appropriate and support them in their work when required; commissioned services will support Serious Case Reviews.
- 8.12 Commissioned services will support all multi agency safeguarding investigations regarding their clients or service led by local authorities and will carry out their own investigation as agreed as part of the multi agency investigation.
- 8.13 Commissioned services will keep clear local records on all serious incidents and safeguarding concerns/enquiries and ensure that these are reviewed to identify all key learning and action points at an appropriately senior level at least annually.
- 8.14 Regularly review and audit their safeguarding and serious incidents policies and procedures at a high level within the organisation and report the findings of these reviews to the GLA and any relevant local authority.
- 8.15 Support the GLA in its conduct of any review or audit of safeguarding or serious incidents policies and procedures.
- 8.16 Commissioned services will have a whistle blowing policy and ensure that staff and volunteers are aware of when and how to use it.
- 8.17 Commissioned services will refer staff and volunteers to the Independent Safeguarding Authority and/or Professional Regulatory Body when appropriate.

9 Reporting serious incidents to the GLA

9.a Reporting requirements

- 9.1 In process terms, all safeguarding events which lead to a safeguarding concern being issued should be reported to GLA commissioners as if they were serious incidents.
- 9.2 It is expected that all serious incidents are reported to the GLA's Rough Sleeping Commissioning Team as soon as practical following the event but at least within forty-eight hours, with a password protected incident report. Password to be provided by the GLA's Rough Sleeping Team.
- 9.3 This incident report should include all details that are known including:
 - date of incident
 - description of incident
 - all parties involved
 - involvement of emergency services
 - immediate action taken
 - further action required
 - dates when further action required will be taken and/or completed
 - who reported/discovered the incident
 - who is managing the incident
 - where the incident was reported
- 9.4 The report should be completed within forty-eight hours and sent by e-mail to the GLA's Rough Sleeping Team. The support provider should inform the GLA's Rough Sleeping Team on subsequent progress against any actions required at contract monitoring meetings or upon specific request for this information at an earlier date.

- 9.5 The report should come on the service's own incident reporting forms as long as they include the information listed in 9.3 above.
- 9.6 If an incident is identified as exceptionally serious the service should contact the GLA Rough Sleeping Team immediately by telephone as well as preparing to report in the usual way.
- 9.7 Where a serious incident has occurred that is not a safeguarding incident the service should consider whether it would be appropriate to also report the incident to any relevant local authority. Cases where this might be appropriate would be:
- A member of staff has suffered a serious injury whilst operating on a local authority run housing estate or service.
 - An incident of arson or attempted arson at the service
 - A serious anti-social behaviour incident or a sustained period of anti-social behaviour.
- 9.b Additional reporting requirements where the serious incident is also a safeguarding concern**
- 9.8 When the serious incident to be reported has also led to a safeguarding concern being raised the following information should also be included in the serious incident report:
- nature of the safeguarding concern
 - whether any children were directly or indirectly involved
 - details of the safeguarding authority the concern was raised with.
- 9.9 The service must also report to the GLA's Rough Sleeping Team whether or not any safeguarding concern was accepted as a safeguarding enquiry as soon as possible after the decision has been made.
- 9.10 If the safeguarding concern is required to be sent on a local authority alert form then this will be an acceptable method of communicating the information to the GLA's Rough Sleeping Team – additional information should be appended if necessary.

10 Reporting safeguarding incidents to local authorities

- 10.1 In addition to the requirements to report to the GLA Rough Sleeping Team services must also report safeguarding concerns to the relevant team undertaking safeguarding adult work.
- 10.2 This will always include the local authority where the subject of the concern is currently residing, even in instances where another local authority is funding the subject of the concern's care and/or housing.
- 10.3 Where another local authority is funding the subject of the concern's care and/or housing in another local authority they must also be sent details of the safeguarding concern. However, the duty to ensure there is a response to the safeguarding concern remains with the local authority where the subject of the concern is currently residing. However, in some cases it may be more relevant for the placing authority to undertake this work – for instance, when it is abuse by family friends in the placing authority area
- 10.4 Reporting of concerns to the relevant local authorities should take precedence over reporting to the GLA Rough Sleeping Team. Ideally, reports should be made at the same time but

reporting to the GLA should not impede the reporting of the safeguarding concern to the relevant local authority.

11 Reporting other incidents and ‘near misses’

- 11.1 There may be times where it is identified that there was a substantial risk of a serious incident occurring even if one did not come to pass. These will be described here as ‘near misses’.
- 11.2 When ‘near misses’ occur they should be recorded in the same way as serious incidents.
- 11.3 Services’ serious incidents policies and procedures should also cover ‘near misses’ and the procedures for handling and learning from these events.
- 11.4 It is not required that ‘near misses’ are reported immediately to the GLA, although it would be considered good practice to do so. However, these must be reported at contract monitoring meetings to the GLA’s Rough Sleeping Team within the performance monitoring narrative reports.
- 11.5 There may also be incidents that occur which do not in themselves constitute serious incidents or safeguarding concerns. Examples of this could be:
 - minor accidental injuries sustained within the project
 - incidents causing a minor service disruption (ie: a flooded room, power outage).
- 11.6 Services should have their own policies and procedures for handling these incidents and they should be recorded in a way that makes them easy to report on and audit.
- 11.7 More significant examples of these incidents should be reported to the GLA’s Rough Sleeping Team at contract monitoring meetings.
- 11.8 If a series of these more minor incidents of a similar type occur in quick succession, involving or affecting the same client for example, then the service should treat the series of incidents as a single serious incident and follow the reporting requirements outlined above.

Schedule 6

Project Report Template

Quarterly monitoring

OPS Block: Claims & Milestones block

Identified Projects

For Identified Projects, the Revenue Recipient will be required to complete and submit a quarterly Project Report which should be uploaded alongside submission of the relevant claim(s).

The quarterly Project Report should provide, as a minimum, the following information:

Category	Data to be collected	Field	Applicable schemes
Service information	Number of FTE staff in post at quarter end	Numerical	All
	Narrative re. vacant posts, interim arrangements and expected timelines for recruitment	Text	All
Voids	Number of units void for 90+ days at quarter end	Numerical	All
	Narrative re. reasons for long-term voids	Text	All
Referrals	Number of referrals received within quarter	Numerical	All
	Of referrals received, number accepted into service	Numerical	All
	Breakdown of source of referral by service	Numerical	All
	Borough split of referrals	Numerical	Sub-regional and pan-London schemes only
Service users	Number of service users housed at quarter end	Numerical	All
	Of service users housed, number that meet the target client group outlined on OPS	Numerical	All
	Narrative reasons for services users not within target client group	Text	All
Length of stay	For service users housed on the last day of the quarter (snapshot) provide a breakdown of length of stay (e.g. 0-3 months, 3-12 months, 12-24 months, 24+ months)	Numerical	All
Tenancy related outcomes	Number of service users engaging with the support service	Numerical	All
	Number of service users with a support plan in place	Numerical	All

(Snapshot at quarter end)	Number of service users with a move-on plan in place	Numerical	Some schemes – where move-on is an expected outcome (not appropriate for Housing First)
	Number of service users with an active HB/UC claim in place	Numerical	All
	Number of service users in rent arrears	Numerical	All
Health related outcomes (Snapshot at quarter end)	Number of service users with drug misuse needs linked with relevant services	Numerical (X out of X service users)	All
	Number of service users with alcohol misuse needs linked with relevant services	Numerical (X out of X service users)	All
	Number of service users with mental health diagnoses linked with relevant services	Numerical (X out of X service users)	All
	Number of service users with physical health conditions linked with relevant services	Numerical (X out of X service users)	All
	Number of service users registered with local GP	Numerical (X out of X service users)	All
Employment Training and Education related outcomes (Snapshot at quarter end)	Number of service users with ETE needs linked to relevant services	Numerical (X out of X service users)	Some – where ETE is an intended outcome
	Number of service users in paid employment	Numerical	
	Of the above, number who started paid employment since entering SHAP	Numerical	
	Number of service users in training or education	Numerical	
	Of the above, number who started training or education since entering SHAP	Numerical	
General Narrative	General narrative on the Project, including partnership work done in the quarter and any other issues the Revenue Recipient would like to raise	Text	All
Incident reporting	Incident type	Text	All
	Short narrative – description and steps taken	Text	All
Complaints & Appeals	Complaints and appeals, detailing number and nature of complaints/appeals, outcomes, and any other relevant info.	Text	All

The GLA may, at its discretion, request further details or evidence of the above.

Non-Identified Projects

OPS Block: Claims & Milestones block

For Non-Identified Projects, the Revenue Recipient will not be required to submit a full quarterly Project Report, however the Revenue Recipient will be required to confirm, alongside submission of relevant claim(s) that they have completed appropriate monitoring and oversight of the service being delivered by the service provider and that the objectives of the service are being delivered in-line with the bid set out on OPS.

The following is an example of the format that this representation should take:

I confirm that a quarterly monitoring report for the Named Project has been received and a monitoring meeting carried out with [NAME OF SUPPORT PROVIDER] on [DATE].

I confirm that the outputs and outcomes of the service are being delivered in-line with the Named Project description on OPS.

I confirm that the GLA has been notified of any serious incidents or issues that may present reputational risk which occurred in the quarter.

[NAME] [POSITION]

OR

I confirm that a quarterly monitoring report for the Named Project has been received and a monitoring meeting carried out with [NAME OF SUPPORT PROVIDER] on [DATE].

I confirm that performance of the service is currently below expectation but the GLA has been made aware and a plan of action to improve performance has been put in place.

I confirm that the GLA has been notified of any serious incidents or issues that may present reputational risk which occurred in the quarter.

[NAME] [POSITION]

The GLA may, at its discretion, request further details or evidence of the above including such evidence as minutes of monitoring meetings and monitoring reports.

Schedule 7

SPEI Assignment

Tasks assigned under this Agreement (SPEI services): the Tenancy Support Services

SPEI enterprise: the Recipient (save where the Recipient is a local authority)

Delivery period: the Funding Period

Geographic area: Greater London

Compensation for delivery of tasks: the Grant Payments, subject to the terms of this Agreement

Arrangements for review and recovery: as set out at clause 4.4 and clause 8.3 of this Agreement