



dated

2018

Greater London Authority

and

[Grant Recipient]

Right to Buy Ringfence Agreement (Local Authority)

in relation to the Building Council Homes for Londoners Programme

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Grant Agreement

dated

Parties

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

Introduction

- (A) The Localism Act 2011 devolved the housing and regeneration functions of the Homes and Communities Agency in London to the GLA.
- (B) The Ministry of Housing, Communities & Local Government (**MHCLG**) has provided the GLA with receipts from the sale of certain properties pursuant to the Right to Buy, returned to MHCLG under the terms of the Retention Agreement. The GLA has decided that such receipts will be ring fenced by the GLA for use by the Grant Recipient.
- (C) Subject to MHCLG continuing to allocate Right to Buy receipts to the GLA, the GLA will pay such receipts to the Grant Recipient as grant funding under the terms of this Agreement. Such grant funding must be used by the Grant Recipient on the development costs of affordable housing subject to and in accordance with the terms of this Agreement.
- (D) Grant paid by the GLA to the Grant Recipient pursuant to this Agreement is social housing assistance as defined in Section 32(13) of the Housing and Regeneration Act 2008.
- (E) The purpose of the grant provided under this Agreement is to fund affordable housing which will be owned and operated by a local authority and the parties have entered into this Agreement on the basis that no State Aid therefore arises.

1 Definitions and interpretation

1.1 Definitions

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

Acceptance Date means the date upon which the GLA accepts a proposed Named Project as a Named Project pursuant to Condition 5.1;

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;

Agreed Principles means the terms set out in Part 1 of Schedule 1;

Agreed Purposes means the tenures for which each of the AHP Dwellings is to be used which must comprise AHP Housing;

Agreement means this grant agreement (including its Schedules and Annexures);

Agreement Funding means the aggregate of Named Project Grant paid to the Grant Recipient under or in connection with this Agreement;

AHP Dwelling means a house, flat or maisonette which was developed with the benefit of Fund Proceeds or grant funding payable under this Agreement and in relation to each relevant Named Project as more particularly described in the relevant Named Project Details;

AHP Housing means:

- (a) housing made permanently available as low cost rental accommodation as defined in Section 69 of the HRA 2008, to be delivered in accordance with the terms of this Agreement; or
- (b) such other form of tenure agreed in writing by the GLA in its absolute discretion having regard to its policy or guidance and/or any RTB Rules issued (provided that the Grant Recipient agrees to such variations to this Agreement which may be required by the GLA pursuant to the relevant form of tenure (which shall be implemented in accordance with the process contemplated in Condition 7.10 and Condition 7.11));

Allocated Fund Proceeds means the Fund Proceeds the parties have agreed will be applied towards a Named Project (as the same may be amended from time to time in accordance with the terms of this Agreement);

Allocated Net Grant means the maximum amount of grant payable by the GLA to the Grant Recipient, as adjusted to reflect increases pursuant to any MHCLG Allocation and decreases pursuant to grant paid to the Grant Recipient under Condition 13, and which will be equivalent to the sum recorded on the Grant Recipient's RTB Balance;

Allocated Total Grant means the aggregate of the Allocated Net Grant and Allocated Fund Proceeds;

Availability Period means a period equivalent to three (3) years from the date the Named Project Grant is accepted by the GLA on OPS pursuant to Condition 5.2 (or such other period agreed by the GLA in its absolute discretion);

Building Contract means a contract entered into between the Grant Recipient and a Building Contractor relating to the construction and development and/or Rehabilitation of a Named Project;

Building Contractor means any building contractor or developer appointed or to be appointed by the Grant Recipient in respect of a Named Project;

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

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

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

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

CEDR means the Centre for Effective Dispute Resolution;

Change in RTB Rules means the coming into effect or the proposed coming into effect after the date of this Agreement of any RTB Rules which materially affect the RTB Terms and/or the parties' obligations under this Agreement;

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

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

Confidential Information means in respect of the GLA all information relating to the GLA's business and affairs, its employees, suppliers including OPS systems, data and software programs and otherwise relating to the existence or terms of this Agreement in respect of which the Grant Recipient becomes aware in its capacity as a party to this Agreement or which is received by the Grant Recipient in relation to this Agreement from either the GLA or any of its advisers or from any third party if the information was obtained by that third party directly or indirectly from the GLA or any of its advisors in whatever form in either case (including information given orally and any document electronic file or other means of recording or representing information which includes derives or is copied from such information) and in the case of the Grant Recipient means such specific information as the Grant Recipient shall have identified to the GLA in writing prior to the date hereof as confidential information for the purposes of this Agreement;

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

Council means a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in England established as a successor to principal councils exercising the functions of a local housing authority;

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

Default Event means a General Default or a Project Default;

Development Costs means the costs relating to Site acquisition and Works in relation to a Named Project incurred or to be incurred by the Grant Recipient in relation to the heads of expenditure set out in Part 1 to Schedule 2 or such other heads of expenditure as the GLA may in its absolute discretion agree in respect of any Named Project **provided that** any costs falling within the heads of expenditure set out in Part 2 to Schedule 2 shall not be capable of being treated as Development Costs;

Direction means a direction to the Regulator in relation to rent given by the Secretary of State from time to time pursuant to Section 197 of the HRA 2008;

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

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

- (a) the nature of the Disposal;
- (b) the number and address of the AHP Dwellings and/or other property comprised within the Disposal;
- (c) the disponent other than in the case of an individual purchaser of an AHP Dwelling which is for use as his/her only or principal home; and
- (d) the amount of Total Project Grant allowed to the AHP Dwelling or property comprised within the Disposal and the quantum of such grant which the Grant Recipient will repay to the GLA and/or recycle into the Grant Recipient's RCGF in accordance with the terms of this Agreement and the Recovery Determination;

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

EIR Exemption means any applicable exemption to EIR;

EU Competent Authority means:

- (a) the Commission of the European Union;
- (b) the Secretary of State;
- (c) a United Kingdom government department if it has competence and is responding to a request from the Commission of the European Union; or
- (d) a court of England and Wales or the Court of Justice of the European Union;

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

Final Claim Stage means the date at which the relevant Named Project reaches Practical Completion;

First Payment Date means in relation to a Named Project:

- (a) the date on which Start on Site is achieved; or
- (b) such other date as the GLA may have accepted in OPS
as falls within the Availability Period;

First Tranche Grant means subject to Condition 5.4 such sum as is equivalent to fifty per centum (50%) of the Named Project Grant or such other percentage agreed by GLA through OPS;

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

FOIA Authority means a public authority as defined by the FOIA and/or EIR;

FOIA Exemption means any applicable exemption to FOIA;

Fund Proceeds means the RCGF Funds utilised by the Grant Recipient in meeting in whole or in part the Development Costs;

GDPR means the General Data Protection Regulation (EU) 2016/679) as amended or updated from time to time;

General Default has the meaning given to it in Condition 16.1;

General Termination Event means an event pursuant to which this Agreement is terminated pursuant to Condition 16.5;

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

GLA Programme Funds means funds paid to the Grant Recipient pursuant to any funding programme provided by or administered by the GLA (other than the Agreement Funding);

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

Grant Recipient Party means:

- (a) the Grant Recipient, the Building Contractor, any member of the Professional Team, agent, employee or Subcontractor of the Grant Recipient and the Grant Recipient's Representative; and
- (b) any subsidiary, associate or joint venture in which a local authority has a material interest sufficient to require group financial statements to be prepared which account for these interests, in accordance with CIPFA's Code of Practice on Local Authority Accounting in the United Kingdom 2017/18 (as amended or updated) which is the Statement of Recommended Practice on local authority accounting or any code or other document which replaced it as the Statement of Recommended Practice.

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

HRA 2008 means the Housing and Regeneration Act 2008;

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

Information has the meaning in relation to:

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

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

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

Interest means interest at a rate per annum equal to two per centum (2%) above the base rate from time to time of the Royal Bank of Scotland plc;

Investment Partner means an organisation which has been confirmed by the GLA as having "Investment Partner Status" under the GLA's Investment Partner qualification procedure from time to time;

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

Legal Opinion means a legal opinion in the form set out in Schedule 3 given by the Grant Recipient's solicitor and dated prior to the date of this Agreement;

Legislation means:

- (a) any Act of Parliament;
 - (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
 - (c) any exercise of the Royal Prerogative;
 - (d) any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972,
- in each case in the United Kingdom; and

- (e) any regulations, orders, bye-laws or codes of practice of any local or statutory or EU Competent Authority or United Kingdom Competent Authority (as the case may be) having jurisdiction over the territory in which the Named Project is situated;

London means the administrative area of the Greater London Authority 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 Grant Recipient to deliver the Ring Fence Offer or a Named Project (as the context requires) on the basis agreed under this Agreement and/or within the time limits (if any) for doing so;

MHCLG Allocation means any RTB Funds (plus interest, if any) remitted to MHCLG by the Grant Recipient pursuant to the Retention Agreement and allocated by MHCLG to the GLA to grant fund the delivery of Named Projects in accordance with the Ring Fence Offer;

Milestone means the Start on Site and/or the Practical Completion stages of a Named Project as agreed by the parties and set out in OPS;

Milestone Date means the date agreed by the GLA through OPS by which the relevant Milestone must have been achieved (as the same may be extended by the GLA pursuant to Condition 7.1);

Milestone Extension Event means any of the following:

- (a) exceptionally adverse weather conditions;
- (b) delay in receipt of any necessary permission or approval of any statutory body or other person which the Grant Recipient has taken all practicable steps to avoid or reduce;
- (c) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of the Works necessary to the delivery of the Named Project by restricting the availability or use of labour which is essential to the proper carrying out of such Works or preventing the Grant Recipient from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of such Works;
- (d) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (e) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (f) failure by any statutory undertaker, utility company or other like body to carry out works or provide services;
- (g) any accidental loss or damage to the development or any roads servicing it;

- (h) any failure or shortage of power, fuel or transport;
- (i) any blockade or embargo;
- (j) any:
 - i official or unofficial strike;
 - ii lockout;
 - iii go-slow; or
 - iv other dispute,

generally affecting the house building industry or a significant sector of it;
- (k) the appointment of the Building Contractor under the Building Contract has been terminated or the Building Contract has been terminated;
- (l) any material failure by the Building Contractor under the terms of the Building Contract which has the direct result of delaying the Grant Recipient's compliance with a Milestone Date and which did not result from the Grant Recipient's failure effectively to manage the Building Contract; or
- (m) any impediment, prevention or default, whether by act or omission by the GLA except to the extent caused or contributed to by any default, whether by act or omission, of the Grant Recipient;

unless:

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

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

Named Project means each project for the development of AHP Dwellings as has been fully detailed in OPS and accepted by the GLA through OPS as a Named Project as at the date hereof or in accordance with any of Conditions 5.1;

Named Project Completion Date means the date set out in the Named Project Delivery Timetable by which the Site acquisition (if applicable) and Practical Completion must have been achieved;

Named Project Delivery Timetable means the timetable for the acquisition, construction, development (and/or Rehabilitation) and delivery of each Named Project as agreed by the GLA through OPS;

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

Named Project Grant means the amount of grant payable by the GLA in respect of a Named Project as set out in the relevant Named Project Details, which shall never exceed the Allocated Net Grant and for the avoidance of doubt excludes Fund Proceeds;

NHBC means the National House-Building Council;

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

Permitted Disposal means any of the following:

- (a) the grant of a tenancy compliant with Condition 9.4;
- (b) a disposal to a statutory undertaker for the purposes of the supply or transmission (whether exclusively or otherwise) of statutory services to the Site;
- (c) a disposal pursuant to or required by a planning obligation within the meaning of s106 or s299A of the TCPA in connection with the Named Project;
- (d) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;
- (e) the grant of any mortgage or charge; or
- (f) the grant of an easement;

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

Planning Permission means the grant of detailed planning permission either by the local planning authority or the Secretary of State;

Practical Completion means that stage in the execution of a Named Project when the Works have been completed in accordance with the terms of the relevant Building Contract and/or the terms of this Agreement such that the AHP Dwellings comprised within the Named Project are fit for beneficial occupation as a residential development in

accordance with applicable NHBC or equivalent requirements current at the date of inspection subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Named Project and which would be reasonable to include in a snagging list, and Practically Complete shall be construed accordingly;

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

Procurement Law means (as the case may be):

- (a) prior to the date on which the United Kingdom ceases to be a Member State of the European Union all applicable United Kingdom and European Union procurement Legislation and any implementing measures including European Union Directives 2014/23/EU (on the award of concession contracts) and 2014/24/EU (on Public Procurement), the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 insofar as the same are applicable; and
- (b) on or after the date the United Kingdom ceases to be a Member State of the European Union 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 (including Private Registered Providers);

Professional Team means (as applicable) the architect, civil & structural engineer, the mechanical & electrical engineer and any other consultant appointed by the Grant Recipient in connection with a Named Project;

Prohibited Act means:

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

- i under Legislation creating offences in respect of fraudulent acts;
 - ii at common law in respect of fraudulent acts in relation to this Agreement; or
 - iii under the Bribery Act 2010;
- (d) defrauding or attempting to defraud or conspiring to defraud the GLA or the Regulator;

Project Default has the meaning given to it in Condition 16.2;

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

Project Information Obligations mean the obligations set out in Condition 17;

Project Pipeline means the aggregate of the Proposed Named Projects identified by the Grant Recipient which the Grant Recipient will work up into Named Projects as soon as reasonably practicable with the intention that these will be delivered within Availability Period;

Project Termination Event means an event pursuant to which this Agreement is terminated in relation to a particular Named Project pursuant to Condition 16.6;

Proposed Named Project means a project for delivery of a Named Project which in the Grant Recipient's reasonable opinion can be delivered in accordance with the RTB Terms;

RCGF means the Recycled Capital Grant Fund maintained by the Grant Recipient in accordance with the Recovery Determination;

RCGF Funds means that amount of the Grant Recipient's RCGF which the parties have agreed will be applied towards the Development Costs;

Recover has the meaning set out in the Recovery Determination;

Recoverable Project Grant means the aggregate of the Named Project Grant paid to and the RCGF Funds used by the Grant Recipient in relation to a Named Project;

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

Reduction Amount means an amount which is equivalent to any MHCLG Allocation which has been accounted for on the RTB Balance for three (3) years or more (or such other period as the GLA may determine acting reasonably);

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

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

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

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

Rehabilitated or Rehabilitation or Rehabilitating shall have the meaning ascribed in sub-section 2.3 of the Affordable Housing Capital Funding Guide entitled "Procurement and Scheme Issues";

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

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

Rent Guidance means "Guidance on Rents for Social Housing" issued by the Secretary of State for Communities and Local Government on 23 May 2014 as such document and/or associated guidance may be amended, updated or replaced from time to time by such Secretary of State or any successor body with similar or equivalent jurisdiction or authority;

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

Retention Agreement means an Agreement made under section 11(6) of the Local Government Act 2003 between MHCLG and the Grant Recipient in relation to the retention of RTB Funds;

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

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

Ring Fence Offer means the Project Pipeline and the aggregate of the Named Projects accepted by the GLA in accordance with this Agreement (as may be amended from time to time by the GLA to reflect the current terms of the RTB Programme);

RTB Balance means the electronic record held by GLA which identifies the balance of the Allocated Net Grant, which the GLA shall make available to the Grant Recipient from time to time;

RTB Funds means receipts retained by the Grant Recipient pursuant to the exercise of the Right to Buy in accordance with the Retention Agreement;

RTB Programme means the terms agreed by MHCLG and the GLA from time to time pursuant to which the MHCLG Allocation is made including any timescales or other requirements prescribed by MHCLG in relation to the Right to Buy;

RTB Rules means any rules or guidance stipulated by MHCLG which affect some or all local authorities and relate to the Right to Buy, including the use of RTB Funds and/or the MHCLG Allocation;

RTB Terms means the requirement that the Named Project is delivered within the Availability Period and in accordance with Conditions 8.1.1(d), 8.1.3 and 8.1.4;

Second Payment Date means in relation to a Named Project:

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

as falls within the Availability Period;

Second Tranche Grant means subject to Condition 5.4 such sum as is equivalent to fifty per centum (50%) of the Named Project Grant or such other percentage agreed by GLA through OPS;

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

Section 106 Agreement means an agreement in respect of and affecting any AHP Dwelling (or prospective AHP Dwelling) made pursuant to Section 106 of the TCPA and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or Section 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or an agreement with any competent authority or body relating to other services;

Section 106 Project means a Named Project where the development of AHP Housing forms or will form part of a larger non AHP Housing project and is required pursuant to a Section 106 Agreement;

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

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

- (a) freehold title registered with title absolute;
- (b) leasehold title registered with title absolute where the lease has at least 60 years unexpired duration; or

- (c) either:
 - i freehold title registered with possessory title; or
 - ii leasehold title registered with good leasehold title where the lease has at least 60 years unexpired duration;and, in each case defective title indemnity insurance in favour of the Grant Recipient with a limit of indemnity to at least the Total Project Grant for that Site; or
- (d) a binding contract with the owner of the legal and beneficial interest in the Site to secure one of the interests in limbs (a) to (c) and that securing that interest is conditional only upon matters that are within the direct and unilateral control of the Grant Recipient;

Site means the site identified to the GLA in OPS as being the area of land, buildings or dwelling-houses comprised or to be comprised in a Named Project;

Start on Site means the occurrence of all of the following in relation to a Named Project:

- (a) the Building Contract has been entered into;
- (b) the Building Contractor has taken possession of the Site; and
- (c) the Start on Site Works to the Site have commenced;

Start on Site Date means the date identified in OPS on which Start on Site is to have occurred;

Start on Site Works means any work of construction or demolition in relation to any dwelling including:

- (a) the digging of a trench which is to contain the foundations, or part of the foundations, of such dwelling;
- (b) the laying of any underground main or pipe to the foundations, or part of the foundations, of such dwelling or to any such trench as per (a) above;
- (c) any operation in the course of laying out or constructing a road or part of a road; or
- (d) such works of demolition or service diversion as are set out in section 2 of the Affordable Housing Capital Funding Guide;

State Aid means (as the case may be):

- (a) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States; or

- (b) any aid benefit or advantage (which includes but is not limited to assets, rates, funds and land) granted by or through a public sector body which is subject to any United Kingdom Competition Requirements;

Subcontractor means any subcontractor including without limitation any Building Contractor appointed by the Grant Recipient to undertake all or part of the Works;

TCPA means the Town and Country Planning Act 1990;

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

The London Plan means the document entitled "The London Plan – The Spatial Development Strategy for London Consolidated with Alterations Since 2011" published by the GLA in March 2016 (as the same may be amended or updated from time to time);

Total Grant Sum means the aggregate of all Named Project Grant paid to and all RCGF Funds used by the Grant Recipient under or in connection with this Agreement;

Total Project Grant means the Named Project Grant paid to or the Fund Proceeds used by the Grant Recipient under or in connection with a Named Project;

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

Undrawn Amount means such part of the Named Project Grant as has not been paid to the Grant Recipient with respect to a Named Project which is terminated pursuant to Condition 16 of this Agreement;

United Kingdom Competent Authority means:

- (a) such persons officeholders and bodies (however constituted) that are specified under any United Kingdom Competition Requirement as having responsibility for monitoring compliance with and/or legally enforcing State Aid or United Kingdom Competition Requirements or otherwise authorised to recover any Unlawful State Aid; or
- (b) the courts of England and Wales;

United Kingdom Competition Requirement means any Legislation which:

- (a) is in force and/or in effect and/or applies (in England) on or after the date the United Kingdom ceases to be a Member State of the European Union; and
- (b) which regulates any aid funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries;

Unlawful State Aid means (as the case may be):

- (a) State Aid which has been granted in contravention of Article 108(3) Treaty of the Functioning of the European Union (**TFEU**), does not benefit from an exemption from notification and has not been approved by a decision of the European Commission under Article 107(2) or (3) TFEU;
- (b) State Aid which has been granted after the United Kingdom ceases to be a Member State of the European Union to the extent that the same is granted contrary to or is an infringement of any United Kingdom Competition Requirement;

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

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

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

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

Withholding Event means an event or circumstance of the type described in Condition 14.1; and

Works means in relation to each Named Project all of the works (including the Start on Site Works, the design, infrastructure works and all other works necessary for obtaining access to the AHP Dwellings) to be undertaken in order to ensure that the AHP Dwellings are constructed, developed and/or Rehabilitated in accordance with the Named Project Details.

1.2 Interpretation

- 1.2.1 Words denoting any gender include all other genders.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, section heading or annexure is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, section heading or annexure of this Agreement.

- 1.2.4 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.
- 1.2.5 Any reference to any enactment, order, direction, determination, regulation, guidance or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, direction, determination, regulation, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.
- 1.2.6 A reference to a person includes firms, partnerships and corporate bodies and their successors and permitted assignees or transferees.
- 1.2.7 Headings are for convenience of reference only.
- 1.2.8 A party means a party to this Agreement.
- 1.2.9 The words includes or including are to be construed without limitation.
- 1.2.10 A paragraph in a schedule or annexure shall be construed as reference to a paragraph in that particular schedule.
- 1.2.11 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.12 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by the GLA, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified by the GLA by notice in writing to the Grant Recipient.
- 1.2.13 An obligation to do anything includes an obligation to procure its being done.
- 1.2.14 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.15 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.16 The terms "Site" and "Named Project" include each and every part of it.
- 1.2.17 Save where a contrary intention is shown, any reference to the GLA acting reasonably shall be interpreted as requiring the GLA to act in a commercially reasonable manner.
- 1.2.18 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.19 The Grant Recipient shall in relation to the delivery of its obligations under this Agreement be responsible as against the GLA for the acts or omissions of any

Grant Recipient Party as if they were the acts or omissions of the Grant Recipient.

- 1.2.20 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by the GLA, relieve the Grant Recipient of any of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.2.21 The terms "Allocated Total Grant" "Allocated Net Grant" "Capital Grant", "Named Project Grant" "Recoverable Project Grant" "Total Grant Sum" and "Total Project Grant" shall (unless the context precludes such interpretation) include every Tranche thereof.

2 **Purpose**

2.1 The GLA has agreed to:

2.1.1 make the Allocated Net Grant available to the Grant Recipient; and

2.1.2 permit the Grant Recipient to use the Allocated Fund Proceeds

to provide the AHP Dwellings subject to and in accordance with the terms and conditions of this Agreement.

2.2 Each party undertakes to co-operate with the other to facilitate the proper performance of this Agreement and the delivery of the Named Projects.

3 **Acknowledgements, Representations and Warranties**

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

3.1.1 expressly acknowledges the Agreed Principles and agrees to observe them and to be bound by them;

3.1.2 represents and warrants in the terms set out in Part 2 of Schedule 1 to the GLA on the date hereof and on each day during the currency of this Agreement; and

3.1.3 acknowledges and agrees that the GLA is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

4 **State Aid**

- 4.1 The parties acknowledge that they have structured this Agreement with the objective that it is lawful and does not give rise to State Aid.
- 4.2 Notwithstanding anything in this Agreement the GLA shall only provide any Named Project Grant to the extent that such payment does not give rise to Unlawful State Aid.
- 4.3 Notwithstanding Conditions 4.1 and 4.2 of this Agreement if any Named Project Grant is found to constitute Unlawful State Aid (or is under investigation or subject to judicial proceedings in relation to State Aid compliance) then:
- 4.3.1 the parties acting in good faith will promptly seek to restructure the arrangements surrounding the Named Project Grant and the terms of this Agreement to the extent necessary to ensure that no Unlawful State Aid subsequently arises from it; and/or
- 4.3.2 the parties shall promptly cooperate in good faith to provide evidence that the Named Project Grant (or the restructured Named Project Grant) does not or will not give rise to Unlawful State Aid.
- 4.4 If any Named Project Grant is found to constitute Unlawful State Aid and/or is not capable of being restructured so as to be compliant then the Grant Recipient must repay any sum of Unlawful State Aid plus such interest as is prescribed by State Aid law within fifteen (15) Business Days of the GLA issuing it with a written demand for payment.

5 **Named Projects**

- 5.1 The GLA may from time to time request that the Grant Recipient report to the GLA on the status of the Project Pipeline. Where the Grant Recipient identifies a suitable Proposed Named Project from within the Project Pipeline, it must submit to the GLA through OPS such details as the GLA may require. If the GLA (acting reasonably) is satisfied with the details submitted under Condition 5.1 and considers that:
- 5.1.1 there is or will be sufficient Allocated Net Grant available for the Grant Recipient to deliver the Proposed Named Project in accordance with the Named Project Details and the RTB Terms; and
- 5.1.2 the Proposed Named Project is consistent with the Ring Fence Offer,
- it will be entitled (but not obliged) to accept the Proposed Named Project into the Ring Fence Offer and shall confirm such acceptance to the Grant Recipient through OPS.
- 5.2 With effect from the Acceptance Date:
- 5.2.1 the Proposed Named Project shall be deemed to be a Named Project for the purposes of this Agreement and immediately subject to its whole terms and conditions;
- 5.2.2 the details set out by the Grant Recipient in respect of the Proposed Named Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Named Project Details for the purposes of this Agreement; and

- 5.2.3 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such Proposed Named Project.
- 5.3 In submitting details of the Proposed Named Project pursuant to Condition 5.1 the Grant Recipient is deemed to represent and warrant to the GLA that:
- 5.3.1 the Proposed Named Project is in its opinion (acting reasonably) capable of being delivered in accordance with the Named Project Delivery Timetable and the RTB Terms; and
- 5.3.2 the Grant Recipient:
- (a) possesses or will possess a Secure Legal Interest in the Site;
 - (b) has obtained all necessary Consents as are then required for the lawful development and/or Rehabilitation of the Named Project and for the delivery of the Named Project in accordance with the Named Project Details;
 - (c) has complied with all applicable requirements of the Affordable Housing Capital Funding Guide in relation to the Named Project;
 - (d) is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and
 - (e) has not nor have any of its officers made a Section 114 Report nor is it aware of any circumstances which would give rise to the making of a Section 114 Report.
- 5.4 If the GLA agrees to make available any grant funding in relation to a Named Project pursuant to this Condition 5, the Allocated Total Grant will be deemed to be adjusted by the Total Project Grant agreed by the GLA in OPS in relation to such Named Project.
- 5.5 If the GLA (acting reasonably) is not satisfied that the three (3) year rolling Project Pipeline will deliver a sufficient number of Named Projects which will comply with the RTB Terms and/or utilise the MHCLG Allocation in accordance with the RTB Programme, the GLA will provide the Grant Recipient with written notification (the **Pipeline Notification**) identifying its concerns.
- 5.6 Within fifteen (15) days of the Grant Recipient's receipt of the Pipeline Notification the parties will (acting in good faith) seek to agree a revised Project Pipeline which is satisfactory to GLA (acting reasonably) and if the parties fail to agree such revised Project Pipeline within such time, the GLA shall be entitled to reduce the Allocated Net Grant by the Reduction Amount.
- 5.7 The GLA may at its absolute discretion vary the percentages attributed to First Tranche Grant and Second Tranche Grant from time to time save that no such variation will take effect in relation to any Named Project which has been confirmed as such by the GLA in OPS and in relation to which the First Tranche Grant has been paid.
- 5.8 Under no circumstances shall the GLA be obliged to accept any Named Project if the GLA (acting reasonably) believes that it does not, will not or is unlikely to have sufficient

financial resources available to it (taking account inter alia of the current terms of the RTB Programme and the Allocated Net Grant) to provide Named Project Grant in relation to the relevant project.

6 Changes to Named Projects

The parties may from time to time agree changes to the Named Project Details and where such changes are agreed they shall be implemented by the Grant Recipient amending the Named 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 Named Project Details as they existed prior to the changes proposed under this Condition 6.

7 Time extensions

7.1 Where a Milestone Failure occurs or is in GLA's opinion (acting reasonably) likely to occur and:

7.1.1 where such failure is directly caused by a Milestone Extension Event the relevant Milestone Date and associated Named Project Completion Date shall (subject to Condition 7.2) be extended by such period as the GLA (acting reasonably) considers appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event; or

7.1.2 where such failure is not directly caused by a Milestone Extension Event, the GLA shall notify the Grant Recipient of the Milestone Failure and the parties shall within fifteen (15) Business Days of such notification seek to agree revised Milestone Dates and:

(a) where revised Milestone Dates are agreed within such period the Grant Recipient shall promptly amend the Milestone Dates on OPS in accordance with Condition 5; or

(b) where revised Milestone Dates are not agreed within such period the Milestone Failure shall be treated as a Project Default under Condition 16.2.9.

7.2 The GLA shall not be obliged to extend a Milestone Date in circumstances where such extension would (when taken individually or together with other extensions in relation to the Grant Recipient) in the GLA's reasonable opinion materially and adversely affect the delivery of Ring Fence Offer or conflict with the RTB Programme.

7.3 The GLA shall not under any circumstances be required or obliged to extend the Availability Period for any Named Project beyond 31 March 2022 but may at its sole discretion elect to do so.

7.4 Subject to Condition 7.6, after 31 March 2022, the GLA shall be entitled to conduct a review of:

7.4.1 the likelihood, in GLA's reasonable opinion, that the Grant Recipient will be capable of delivering the Proposed Named Projects comprised in the Project Pipeline in accordance with the Named Project Delivery Timetable and/or the RTB Terms;

- 7.4.2 the Grant Recipient's delivery of the Ring Fence Offer; and/or
- 7.4.3 whether the terms and conditions of this Agreement continue to reflect the requirements of the RTB Programme.
- 7.5 The Grant Recipient will co-operate with any review conducted by GLA pursuant to Condition 7.4 or 7.6.
- 7.6 Notwithstanding any other term of this Agreement, the parties acknowledge and agree that the GLA may conduct a review of this Agreement at any time where the RTB Programme in GLA's opinion (acting reasonably) conflicts with the terms of the Agreement, GLA's power to make the Allocated Total Grant available and/or is likely to have a Material Adverse Effect on the Ring Fence Offer or the Grant Recipient's ability to deliver any Named Project in accordance with this Agreement.
- 7.7 If the GLA is not satisfied with the matters considered pursuant to Condition 7.4 or 7.6 the GLA will (acting in good faith) seek to agree a remediation plan with the Grant Recipient to address any GLA concerns. If the parties fail to agree the terms of such remediation plan or if in the opinion of the GLA the remediation plan is not effective, the GLA shall be entitled to terminate this Agreement (in whole or in part).
- 7.8 The parties acknowledge and agree that where there is a Change in RTB Rules:
- 7.8.1 either party may provide notice to the other party (the **Receiving Party**) identifying the Change in RTB Rules, providing evidence as to how the Change in RTB Rules has or will impact upon the RTB Terms and/or that party's obligations under the Agreement and requesting a variation of the Agreement to implement the Change in RTB Rules (the **Change in RTB Rules Notice**); and
- 7.8.2 within fifteen (15) Business Days after the receipt of the Change in RTB Rules Notice by the Receiving Party, the parties shall (acting in good faith) review the Agreement and seek to agree such amendments to its terms as are necessary to ensure that the provisions of this comply with the Change in RTB Rules.
- 7.9 If within thirty (30) Business Days of the review conducted pursuant to Condition 7.8.2 the parties:
- 7.9.1 agree the changes necessary to this Agreement, the Grant Recipient and the GLA shall amend this Agreement to the extent necessary to implement such changes; or
- 7.9.2 fail to agree the changes necessary to this Agreement the GLA (acting reasonably) the parties will be bound by the terms of this Agreement as they existed prior to the changes proposed under Condition 7.8.
- 7.10 Where changes are agreed pursuant to Condition 7.9.1, this Agreement will be amended by means of appending the agreed revised terms of this Agreement to a memorandum (**Memorandum**) signed by both parties and dated. The parties agree that from the date of the Memorandum, this Agreement shall be varied to incorporate terms set out in the Memorandum and this Agreement shall take effect and be construed accordingly.

7.11 A variation agreed pursuant to Condition 7.10 must be endorsed through a notation on each party's respective parts of this Agreement.

8 **Delivery Obligations**

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

8.1.1 carry out the acquisition of the Site, procure and diligently pursue the completion of the Works so that:

- (a) the Named Project is (subject to Condition 7.1) constructed, delivered and/or Rehabilitated (as applicable) in accordance with the Named Project Delivery Timetable;
- (b) when delivered, the Named Project fully complies with the Named Project Details;
- (c) any applicable requirements of Procurement Law and of the Consents are satisfied;
- (d) when delivered, the Total Project Grant (together with any RTB Funds the Grant Recipient directly applies to the Named Project) will not exceed thirty per centum (30%) of the Development Costs of the Named Project; and

8.1.2 promptly notify the GLA in writing of any failure or likely failure to comply with Condition 8.1.1(a) and/or 8.1.1(d); and

8.1.3 provide the GLA with a certificate from the Grant Recipient's Section 151 Officer before the relevant Named Project Grant is claimed pursuant to Condition 12 which confirms that no AHP Dwelling funded by:

- (a) Named Project Grant, is or will be subsidised by GLA Programme Funds or Fund Proceeds; and/or
- (b) Fund Proceeds, is or will be subsidised by Named Project Grant or GLA Programme Funds (other than as permitted by paragraph 6.6.19 of the Affordable Housing Capital Funding Guide).

8.1.4 procure that:

- (a) the Named Project is situated within London; and/or
- (b) the Grant Recipient has the right to nominate all tenants of the relevant AHP Dwellings for occupation in accordance with the Agreed Purposes.

9 **Operational Obligations**

9.1 In delivering the Named Project and in operating and administering the Named Project after Practical Completion, the Grant Recipient must observe and comply with Legislation, the applicable terms of the Affordable Housing Capital Funding Guide, the Recovery Determination and the Consents.

- 9.2 The Grant Recipient shall procure that the GLA's Representative (or any person nominated by him) shall have at all reasonable times and upon giving reasonable notice the right to enter onto the Site and to take such action as he considers appropriate to inspect the progress of the Named Project and to monitor compliance by the Grant Recipient with its obligations under this Agreement.
- 9.3 The Grant Recipient must notify the GLA in writing (save in respect of Condition 9.3.1 where notification is required to be given through OPS):
- 9.3.1 immediately once Start on Site and Practical Completion has occurred with respect to each Named Project;
 - 9.3.2 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect; and
 - 9.3.3 of any other event or circumstance in relation the Named Project as the GLA may reasonably require from time to time and within such timeframes as the GLA may reasonably require.
- 9.4 Without prejudice to Condition 9.1, the Grant Recipient must in operating and administering the Named Project after Practical Completion:
- 9.4.1 not use the AHP Dwellings for any purpose other than the Agreed Purposes without the GLA's prior written consent;
 - 9.4.2 subject to any contrary requirement of Legislation comply with the Rent Guidance in respect of the AHP Dwellings where applicable;
 - 9.4.3 comply with the Tenancy Standard in respect of the AHP Dwellings where applicable; and
 - 9.4.4 comply at its own cost with the GLA's requirements in relation to Compliance Audit.
- 9.5 In discharging its obligations under this Agreement, the Grant Recipient must act at all times with the utmost good faith, with the intent to deliver the Ring Fence Offer and with proper regard to the need for efficiency in the use of public funds.
- 9.6 The Grant Recipient must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and comply with the GLA's anti-fraud and corruption policies, a copy of which is available here: <https://www.london.gov.uk/about-us/governance-and-spending/good-governance/our-procedures>, in each case as the GLA or the relevant industry body may update from time to time.
- 9.7 Where the Grant Recipient is aware that it is in breach of an obligation under this Condition 9 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.
- 9.8 Notwithstanding any other provision of this Agreement the Grant Recipient shall, unless otherwise agreed by the GLA, remain liable and responsible for the performance of its obligations under this Agreement in relation to each AHP Dwelling.

10 **Review, Monitoring and Reporting**

10.1 The Grant Recipient will promptly advise GLA when any circumstance occurs which may:

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

10.1.2 constitute a Default Event or a breach of Condition 8 or 9; and/or

10.1.3 give rise to the making of a Section 114 Report or the issue of a Section 15 Direction.

10.2 The GLA may from time to time request that the Grant Recipient attend a review meeting (acting reasonably) and the GLA shall provide the Grant Recipient with written details of the matters to be discussed at the review meeting timeously in advance of such meeting.

10.3 The Grant Recipient shall provide the GLA as soon as reasonably practicable with such information as the GLA shall reasonably require to support or facilitate the discussions referred to in this Condition 10 and shall use all reasonable endeavours to ensure the accuracy of any information provided.

10.4 The Grant Recipient must keep OPS fully updated and ensure that it accurately reflects the Named Project Details from time to time.

11 **Disposals**

11.1 The Grant Recipient must provide the GLA with a Disposal Notification prior to a Disposal taking place.

11.2 The Grant Recipient will:

11.2.1 use all reasonable endeavours to ensure that that any person providing the Disposal Notification or any other notifications or certificates from the Grant Recipient to the GLA (the **Grant Recipient Notifications**) is a senior officer of the Grant Recipient with access to the information and knowledge needed accurately to give the information required; and

11.2.2 notify the GLA if it becomes aware that the Grant Recipient Notifications are erroneous in any material respect.

12 **Grant Claim Procedures**

12.1 Subject to a Named Project having reached the First Payment Date, the Grant Recipient may apply to the GLA for the First Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.

12.2 In submitting an application pursuant to Condition 12.1 the Grant Recipient is deemed to:

12.2.1 repeat the representations and warranties set out in Condition 5.3;

- 12.2.2 represent and warrant to the GLA that the First Payment Date has been reached and that such date is no later than that submitted in OPS;
 - 12.2.3 represent and warrant to the GLA that all notifications, confirmations and certifications made or to be made by the Grant Recipient pursuant to Conditions 8.1.3 and/or 11 or otherwise in OPS in relation to the Named Project have been, are or will be correct in all material respects;
 - 12.2.4 represent and warrant to the GLA that the Grant Recipient is a Registered Provider and retains its status as an Investment Partner;
 - 12.2.5 represent and warrants to the GLA that no Withholding Event or Default Event has occurred or arisen;
 - 12.2.6 represent and warrant to the GLA that it is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and
 - 12.2.7 represent and warrant to the GLA that no Section 114 Report has been made nor is the Grant Recipient aware of any circumstances that would give rise to the making of any such report.
- 12.3 Subject to a Named Project having reached the relevant Final Claim Stage by the Second Payment Date, the Grant Recipient may apply to the GLA for the Second Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.
- 12.4 In submitting an application pursuant to Condition 12.3 the Grant Recipient is deemed to represent and warrant to the GLA that:
- 12.4.1 the Named Project has been procured, designed, constructed and delivered (as applicable) in accordance with the requirements of this Agreement;
 - 12.4.2 the Named Project has reached Start on Site or Practical Completion (as applicable);
 - 12.4.3 all confirmations and certifications made or to be made by the Grant Recipient pursuant to Conditions 8.1.3 and/or 11 or otherwise in OPS in relation to the Named Project have been are or will be correct in all material respects;
 - 12.4.4 it is a Registered Provider and retains its status as an Investment Partner;
 - 12.4.5 it has obtained all Consents necessary for the lawful development of the Named Project in accordance with the Named Project Details as are then required or to the extent that they are not obtained that the Grant Recipient has taken all necessary steps to obtain them, is waiting only for the Relevant Authority to issue them and is not aware (having made all reasonable enquiries) of any reason why such Consents will not be given or issued;

- 12.4.6 if the Grant Recipient has reached Final Claim Stage, and it possesses a Secure Legal Interest in the Site and for the purposes of this Condition 12.4.6 the parties acknowledge and agree that limb (d) of the definition of Secure Legal Interest shall be disregarded and of no effect; and
 - 12.4.7 no Withholding Event or Default Event has occurred or arisen;
 - 12.4.8 the Named Project Grant does not exceed thirty per centum (30%) of the Development Costs for the Named Project and no AHP Dwelling is or will be subsidised by GLA Programme Funds.
- 12.5 Any amount of Named Project Grant not claimed by the Grant Recipient during the Availability Period will be cancelled unless GLA in its absolute discretion agrees to an extension.

13 **Payment of Grant**

13.1 Subject to:

13.1.1 the GLA (acting reasonably) being satisfied with the Grant Recipient's application for payment including the information warranted pursuant to Conditions 12.2 and 12.4;

13.1.2 Conditions 6, 13.3, and 14; and

13.1.3 the Condition Precedent having been satisfied,

the GLA shall (resources permitting) pay the First Tranche Grant or the Second Tranche Grant (as applicable) to the Grant Recipient within fifteen (15) Business Days of receipt of a relevant and satisfactory application.

13.2 If the GLA is not satisfied with the Grant Recipient's application for payment, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for payment identifying the reason for its dissatisfaction. The GLA must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of Condition 12 and this Condition 13 (as applicable) will be reapplied to the Grant Recipient's resubmitted or amended application for payment.

13.3 The GLA shall not be obliged to pay the Grant Recipient:

13.3.1 the First Tranche Grant before the date identified in the Named Project Details as the forecast First Payment Date;

13.3.2 the Second Tranche Grant before the Second Payment Date (as confirmed by the GLA through OPS) has occurred;

13.3.3 any Tranche if:

(a) the Named Project has not been accepted by the GLA through OPS; or

(b) the claim is made after the Availability Period has expired; or

- 13.3.4 any Tranche in respect of any Named Project which has not reached:
- (a) the Start on Site Date; or
 - (b) Practical Completion by the Milestone Date identified in OPS (subject to any extension to such date pursuant to Condition 7.3).
- 13.4 Where the GLA pays Named Project Grant to the Grant Recipient, the Allocated Net Grant shall be reduced by a commensurate amount.
- 13.5 The payment of Named Project Grant or any part thereof hereunder by the GLA to the Grant Recipient shall be regarded as inclusive of any VAT chargeable thereon.
- 14 **Withholding of grant**
- 14.1 Notwithstanding any other term of this Agreement the GLA shall not be obliged to make any payment to the Grant Recipient whether by way of First Tranche Grant or Second Tranche Grant or otherwise where:
- 14.1.1 the Named Project has not been delivered in accordance with the Named Project Details or in accordance with the Named Project Delivery Timetable (in circumstances, where applicable, in which the GLA was unable to agree revised Milestone Dates);
 - 14.1.2 the Grant Recipient is unable to give the confirmations or certifications required by OPS or to make the representations and give the warranties referred to in Condition 12.2 and Condition 12.4 (in any case in whole or in part);
 - 14.1.3 a Prohibited Act has been committed by or on behalf of the Grant Recipient and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;
 - 14.1.4 the Grant Recipient is subject to a Section 15 Direction which has or will have a Material Adverse Effect;
 - 14.1.5 the Grant Recipient has ceased to operate;
 - 14.1.6 the Grant Recipient's status as a Registered Provider or Investment Partner is removed or withdrawn;
 - 14.1.7 the Regulator directs the GLA not to give grant to the Grant Recipient or formally recommends to it that it should not do so;
 - 14.1.8 where the Grant Recipient is in material breach of Condition 8 or Condition 9 and has not taken steps to remedy it to the GLA's satisfaction (acting reasonably);
 - 14.1.9 the Grant Recipient (either by its own actions or omissions or those of its contractors or agents) harms the GLA's, the AHP 2016/21's or the Mayor of London's reputation or brings the GLA, the AHP 2016/21's or the Mayor of London into disrepute; or

14.1.10 the Grant Recipient has breached its obligations under any of Conditions 10, 15, or 17.

15 Repayment of grant

15.1 The parties acknowledge and agree that:

15.1.1 the Recovery Determination has effect (*mutatis mutandis*) in respect of grant paid under this Agreement and that each party has the respective rights and obligations described in such determination;

15.1.2 for the purposes of the Recovery Determination the terms of this Agreement represent the conditions attached to the making of Capital Grant; and

15.1.3 on the occurrence of a Relevant Event the Grant Recipient must recycle or repay (as applicable) the Capital Grant Recoverable in each case in accordance with the terms of the Recovery Determination.

15.2 Without prejudice to any other term of this Agreement, the GLA reserves the right whether following termination of this Agreement or otherwise (which right the Grant Recipient expressly acknowledges and agrees) at its discretion to recover from the Grant Recipient such sum or such part or aggregation thereof as is determined in accordance with Condition 15.3 (the **Recoverable Amount**) in circumstances where:

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

15.2.2 the relevant Tranche has been paid to the Grant Recipient or Fund Proceeds have been applied to the Named Project on the basis of a misrepresentation made by or on behalf of the Grant Recipient other than in the circumstances specified in Condition 15.2.4;

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

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

15.2.5 the Grant Recipient has breached its obligations under any of Conditions 8, 9, 10, or 17;

15.2.6 a General Termination Event has occurred; or

15.2.7 a Project Termination Event has occurred;

15.3 In the circumstances set out in:

15.3.1 Conditions 15.2.1 or 15.2.6, the Recoverable Amount shall be a sum equivalent to the Total Grant Sum;

- 15.3.2 Conditions, 15.2.2, 15.2.5, or 15.2.7 the Recoverable Amount shall be a sum equivalent to the Recoverable Project Grant for any affected Named Project;
- 15.3.3 Conditions 15.2.3, the Recoverable Amount shall be a sum equal to the amount of the overpayment or the sum paid in error as applicable;
- 15.3.4 Condition 15.2.4, subject always to Condition 15.4 the Recoverable Amount shall be determined in accordance with the following procedure:
- (a) the parties (acting in good faith) shall seek to agree within fifteen (15) Business Days of the Non Compliance Notification Date a revised figure for the Total Project Grant figure reflecting the changed nature of the delivered Named Project as against that described in the Named Project Details;
 - (b) where a revised figure for Total Project Grant is agreed, the Recoverable Amount shall be a sum equivalent to the Named Project Grant paid pursuant to Condition 13.1 (or the Fund Proceeds applied in respect of the relevant Named Project) less the revised Total Project Grant figure agreed pursuant to Condition 15.3.4(a);
 - (c) the Grant Recipient shall immediately amend the relevant information on OPS to reflect any agreement reached made pursuant to Condition 15.3.4(a);
 - (d) where the parties are unable to agree a revised Total Project Grant figure in accordance with Condition 15.3.4(a) the GLA shall be entitled to terminate this Agreement in accordance with Condition 16.1 and the Recoverable Amount shall be an amount equal to the Recoverable Project Grant paid pursuant to Condition 13.1 in respect of the relevant Named Project.

Under no circumstances will the GLA be required to make any payment to the Grant Recipient if the application of the calculation in Condition 15.3.4(b) results in the Recoverable Amount being a negative figure.

- 15.4 Where the GLA (acting reasonably) considers that the Grant Recipient acted fraudulently or dishonestly in claiming the Named Project Grant or in applying the Fund Proceeds to the relevant Named Project, such claim shall be deemed to be a Prohibited Act and the GLA will not be bound by the terms of Condition 15.3.4.
- 15.5 The Grant Recipient must pay the Recoverable Amount to the GLA within ten (10) Business Days of demand together with Interest such Interest to run from the date upon which the Named Project Grant (or relevant part thereof) overpayment or payment in error was paid to the Grant Recipient and/or the RCGF Funds were applied to the Named Project by the Grant Recipient until the date upon which the GLA receives the repayment required from the Grant Recipient under this Condition 15.
- 15.6 The Grant Recipient acknowledges and agrees that the Disposal or letting of an AHP Dwelling to any person for any purpose other than the relevant Agreed Purpose

constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.

15.7 The parties acknowledge that the Late Payment of Commercial Debts (Interest) Act 1998 does not apply to this Agreement.

15.8 Notwithstanding any other term of this Condition 15, where a payment has been made following an administrative error by the GLA, the Grant Recipient shall not be liable for interest on the amount repayable under Condition 15.5.

16 **Default Events and Termination**

16.1 Each of the following circumstances shall constitute a General Default:

16.1.1 the Grant Recipient is subject to a Section 15 Direction which has or will have a Material Adverse Effect;

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

16.1.3 the Grant Recipient ceases operating;

16.1.4 the Grant Recipient's status as a Registered Provider is lost or removed; or

16.1.5 the Grant Recipient's Investment Partner status is lost or removed.

16.2 Each of the following circumstances shall constitute a Project Default:

16.2.1 failure by the Grant Recipient to comply with its obligations in Conditions 10 or 11.2 and/or any information supplied in connection with its obligations in Conditions 10 or 11.2, whether in relation to the Project Information Obligations or otherwise, is materially deficient, misleading or inaccurate;

16.2.2 a breach of the Project Information Obligations;

16.2.3 the Grant Recipient is unable to make the representations and give the warranties set out in Schedule 1 (in any case in whole or in part) and there is a resulting Material Adverse Effect;

16.2.4 the Regulator directs or recommends that grant is not to be paid to the Grant Recipient;

16.2.5 a breach of the Grant Recipient's obligations under Condition 11;

16.2.6 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's, the AHP 2016/21's or the Mayor of London's reputation or brings the GLA, the AHP 2016/21's or the Mayor of London into disrepute;

16.2.7 failure by the Grant Recipient to comply with any repayment obligation under this Agreement;

- 16.2.8 failure or inability of the Grant Recipient to comply with the requirements of Conditions 12.1 to 12.4 (inclusive);
- 16.2.9 a breach of Condition 8 or 9;
- 16.2.10 failure by the parties to agree the matter referred to in Condition 15.3.4(d);
- 16.2.11 any other breach of or failure to comply with the Agreement which has a Material Adverse Effect;
- 16.3 The Grant Recipient must notify the GLA immediately in writing on the occurrence of a Default Event.
- 16.4 Without prejudice to Conditions 16.5 or 16.6, in the event of the occurrence of Default Event and for so long as that Default Event subsists (or another Default Event has occurred and is continuing) the GLA shall be entitled to reject the submission of any Named Project on OPS.
- 16.5 On the occurrence of a General Default the GLA shall be entitled forthwith and without any liability to the Grant Recipient terminate this Agreement.
- 16.6 Where a Project Default is:
- 16.6.1 an occurrence specified in Condition 16.2.5, 16.2.6 or 16.2.10 the GLA shall be entitled forthwith and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate the Agreement in so far as it relates to the Named Project to which the Project Default relates;
- 16.6.2 an occurrence specified in Condition 16.2.1, 16.2.2, 16.2.3, 16.2.4, 16.2.7, 16.2.8, 16.2.9 or 16.2.11 the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy the breach and if within a period of thirty (30) Business Days following service of such notice:
- (a) the breach has not been remedied or is not capable of remedy;
- (b) the Grant Recipient has not given an undertaking to remedy the breach on terms satisfactory to the GLA where it has been permitted to do so by the GLA; or
- (c) if it becomes apparent that the Project Default is incapable of remedy either within such period or at all
- the GLA shall be entitled on giving not less than ten (10) Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate the Agreement insofar as it relates to the Named Project to which the Project Default relates.
- 16.7 The Availability Period will come to an end in relation to all Undrawn Amounts on the termination of this Agreement under this Condition 16.

17 Project Obligations

- 17.1 The Grant Recipient shall in relation to each Named Project developed or Rehabilitated with the benefit in whole or in part of Total Project Grant and on a Project Information Basis:
- 17.1.1 at all times maintain a full record of the income received and Development Costs incurred by the Grant Recipient in respect of the Named Project;
 - 17.1.2 when reasonably required to do so by the GLA, promptly provide a copy of the information referred to in Condition 17.1.1 as the GLA may reasonably require.
- 17.2 The Grant Recipient shall, as and when requested by the GLA make available in a timely manner to the GLA where required in connection with this Agreement a copy of each of all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Grant Recipient for the purposes of this Agreement.
- 17.3 On the expiry of this Agreement or (if earlier) upon termination thereof, the Grant Recipient shall if requested to do so deliver up to the GLA all the data, materials, documents and accounts referred to in this Condition 17 which it has in its possession, custody or control or as otherwise directed by the GLA.
- 17.4 The Grant Recipient must for a period of ten (10) years from date upon which it receives or uses the Total Project Grant retain all of the data, documents, materials and accounts referred to in this Condition 17 and the Grant Recipient may retain such data, documents, materials and accounts in electronic form only.
- 17.5 The Grant Recipient acknowledges that the GLA may disclose or otherwise grant access to the information referred to in this Condition 17 to those who are responsible for the proper administration of its financial affairs (whether those persons are employed or engaged by the GLA directly or externally by duly authorised third parties).

18 Information and confidentiality

- 18.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the other.
- 18.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the GLA arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.
- 18.3 The obligations of confidence referred to in this Condition 18 shall not apply to any Confidential Information which:
- 18.3.1 is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information;

- 18.3.2 is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;
 - 18.3.3 is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or
 - 18.3.4 is independently developed without access to the Confidential Information of the other party.
- 18.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
- 18.4.1 to enable the disclosing party to perform its obligations under this Agreement; or
 - 18.4.2 by any applicable Law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Grant Recipient acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the GLA may nevertheless be obliged to disclose such Confidential Information; or
 - 18.4.3 by any Regulatory Body (including any investment exchange and the Regulator) acting in the course of proceedings before it or acting in the course of its duties; or
 - 18.4.4 in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- 18.5 Each party shall ensure that all Confidential Information obtained by it under or in connection with this Agreement:
- 18.5.1 is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
 - 18.5.2 is treated as confidential and not disclosed (without the other party's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this Agreement;
 - 18.5.3 where it is considered necessary in the opinion of the other party, the relevant party shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.
- 18.6 Nothing in this Condition 18 shall prevent the either party from:
- 18.6.1 disclosing any Confidential Information for the purpose of:
 - (a) the examination and certification of its accounts; or

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

18.6.2 disclosing any Confidential Information obtained from the other party:

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

provided that in disclosing information under any of Conditions 18.6.2(a) to Condition 18.6.2(d) inclusive the GLA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

18.7 Nothing in this Condition 18 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

18.8 The parties to this Agreement are FOIA Authorities and:

18.8.1 are subject to legal duties which may require the release of Information under FOIA and/or EIR; and

18.8.2 FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.

18.9 The FOIA Authority in receipt of or to receive the RFI (**Relevant FOIA Authority**) shall be responsible for determining in its absolute discretion whether:

18.9.1 any Information is Exempted Information or remains Exempted Information; and/or

18.9.2 any Information is to be disclosed in response to a Request for Information,

and in no event shall any party, other than the Relevant FOIA Authority, respond directly to an RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority unless otherwise expressly authorised to do so by the Relevant FOIA Authority.

- 18.10 Subject to Condition 18.11 below, each party acknowledges that the Relevant FOIA Authority may be obliged under FOIA or EIR to disclose Information:
- 18.10.1 without consulting the other; or
 - 18.10.2 following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
- 18.11 Without in any way limiting Condition 18.9 or Condition 18.10, in the event that the Relevant FOIA Authority receives an RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other party.
- 18.12 Each party will assist and co-operate with the Relevant FOIA Authority as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents contractors and sub-contractors will), at their own cost:
- 18.12.1 transfer any RFI received by the Relevant FOIA Authority to the GLA as soon as practicable after receipt and in any event within two (2) Business Days of receiving a RFI;
 - 18.12.2 provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the GLA;
 - 18.12.3 provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires within five (5) Business Days (or such other period as the Relevant FOIA Authority may specify) of the GLA requesting that Information;
 - 18.12.4 permit the Relevant FOIA Authority to inspect such as requested from time to time.
- 18.13 Nothing in this Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.
- 18.14 The obligations in this Condition 18 will survive the expiry or termination of this Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.
- 18.15 The Grant Recipient acknowledges and agrees that the GLA may in its absolute discretion redact all or part of the Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of any EIR Exemptions and FOIA Exemptions. The GLA may in its absolute discretion consult with the Grant Recipient regarding any redactions to the Information to be published pursuant to this Condition 18. The GLA shall make the final decision regarding publication and/or redaction of the Information.

19 **Data Protection**

19.1 The Grant Recipient shall:

19.1.1 ensure that at all times it complies with its obligations under this Agreement in manner so as to comply with the Data Protection Legislation and all relevant regulations relating to data protection; and

19.1.2 use all reasonable efforts to assist the GLA to comply with such obligations as are imposed on the GLA by the Data Protection Legislation.

20 **Intellectual Property**

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

21 **Health and Safety and Equality and Diversity**

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

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

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

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

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

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

and the GLA hereby agrees to such election.

- 21.5 The Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to Condition 21.4.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to Condition 21.4.2 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.
- 21.6 The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations in connection with the Works.
- 21.7 The Grant Recipient will procure that all its Subcontractors and Professional Team comply at all times with the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations.

22 **Construction Industry Scheme**

22.1 For such time as:

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

22.1.2 the provisions of paragraph 13040 of Chapter 1 of HM Revenue & Customs' Construction Industry Scheme Reform Manual remain in effect as published at July 2009,

the Grant Recipient warrants to the GLA that since it is a local authority, it is deemed by concession to be certificated as a sub-contractor entitled to receive relevant payments gross under the Construction Industry Scheme set out in Chapter 3 of Part 3 of the Finance Act 2004 and associated regulations (the **CIS**) provided always that if either Condition 22.1.1 or Condition 22.1.2 ceases to hold true at a time when monies remain outstanding from the GLA to the Grant Recipient pursuant to this Agreement then the Grant Recipient shall promptly notify the GLA of such fact and the parties shall take such steps as may reasonably be required to ensure that the CIS is if necessary applied to all such outstanding payments.

23 **Assignment and sub-contracting**

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

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

24 **Dispute resolution**

24.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this Condition 24.

24.1.1 In the event that the Grant 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 Condition 24.

- 24.1.2 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.
 - 24.1.3 Where either no representatives of both parties are available to meet within the period set out in Condition 24.1.2 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executives (or nominated deputies) of the Grant Recipient and the GLA (the **Senior Executives**).
 - 24.1.4 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.
 - 24.1.5 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 Condition 24.2.
- 24.2 In the circumstances contemplated in Condition 24.1.5, 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:
- 24.2.1 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;
 - 24.2.2 the mediation shall start not later than twenty eight (28) days after the date of the ADR Notice; and
 - 24.2.3 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.

25 Notices

- 25.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient, (but not by facsimile or electronic mail) or 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.
- 25.2 Any notice shall be deemed to be given by the sender and received by the recipient:
 - 25.2.1 if delivered by hand, when delivered to the recipient;

25.2.2 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 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

26 **No fetter on statutory functions**

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

27 **No agency**

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

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

28 **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.

29 **Entire Agreement**

29.1 This Agreement and the conditions herein contained together with the Schedules constitute the entire agreement between the parties and may only be varied or modified in accordance with Condition 7.10 and 7.11 (where applicable) or in writing by deed.

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

30 **Severability**

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

31 **Cumulative rights and enforcement**

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

31.2 The parties acknowledge that money damages alone may not properly compensate the GLA for any breach of the Grant Recipient's obligations hereunder and the parties hereby expressly agree that in the event of the breach or threatened breach of any such obligation in addition to any other rights or remedies the GLA may have in Law, in equity or otherwise the GLA shall be entitled to seek injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such obligations.

32 **Waiver**

32.1 Neither the failure of any party at any one time to enforce any provision of this Agreement nor the payments by the GLA of Named Project Grant under Condition 13.1 in any way affects the relevant party's right thereafter to require complete performance by the other party, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

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

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

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

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

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

33 **VAT**

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

33.1.1 the amount of any payment or the value of any supply is expressed exclusive of VAT properly chargeable on it;

33.1.2 where any payment or taxable supply falls to be made pursuant to this Agreement VAT properly chargeable on it will be paid in addition by the recipient of the supply for which payment (if any) is consideration on the provision of a valid VAT invoice for it.

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

34 **Survival of this Agreement**

34.1 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.

34.2 Insofar as any of the obligations of the Grant Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of

this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

34.3 Without limitation the provisions of any of Conditions 3, 6, 8 to 12 (inclusive), to 20 (inclusive), 24, 31, 32, 36, 34 and Schedule 3, such other provisions of this Agreement as are necessary to give effect to such Conditions are expressly agreed by the parties to survive the termination or expiry of this Agreement.

35 **Execution**

This Agreement may be executed 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.

36 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of Condition 24 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1

Acknowledgements, Representations and Warranties

Part 1

Agreed Principles

- 1 The provisions of this Agreement represent the conditions upon which the GLA:
 - 1.1 makes the Allocated Net Grant available to the Grant Recipient; and
 - 1.2 permits the Grant Recipient to use the Allocated Fund Proceeds.
- 2 The GLA has made the Allocated Net Grant available and permitted the Grant Recipient to use the Allocated Fund Proceeds on the express understanding that they are applied solely for the purposes of funding the Development Costs in respect of AHP Dwellings which are to be let to individuals as AHP Housing.
- 3 All Fund Proceeds identified in the Named Project Details must be applied solely for the purposes of funding the Development Costs in respect of the relevant Named Project and used in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide.
- 4 All Named Project Grant paid under this Agreement is:
 - 4.1 social housing assistance as defined in Section 32(13) of the HRA 2008; and
 - 4.2 subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions, and the provisions of Condition 15 represent the events and principles determined by the GLA for the purposes of Sections 31-34 of the HRA 2008.
- 5 All Fund Proceeds used for the purposes of funding (in whole or in part) the Development Costs constitute social housing assistance for the purposes of Section 32 of the HRA 2008 and are subject to the terms of the Recovery Determination.
- 6 Any failure by the Grant Recipient to comply with the terms of this Agreement or the occurrence of a Default Event or Withholding Event constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.
- 7 The terms of the Affordable Housing Capital Funding Guide are incorporated within this Agreement (*mutatis mutandis*).
- 8 The Grant Recipient will not advance or on-lend any Total Project Grant to a third party (in whole or in part).
- 9 The aggregate of the First Tranche Grant and the Second Tranche Grant in each Named Project will represent one hundred per centum (100%) of the Named Project Grant.

- 10 The Grant Recipient will use all reasonable endeavours to:
- 10.1 work up Proposed Named Projects comprised within the Project Pipeline as soon as reasonably practicable so they may be submitted on OPS in accordance with Condition 5.1; and
- 10.2 ensure that the MHCLG Allocation is utilised in a Named Project within the Availability Period.

Part 2

Representations and Warranties

1 Powers, vires and consents

- 1.1 It has the power to enter into and to exercise its rights and perform its obligations under this Agreement and has taken all necessary action to authorise the execution by it of and the performance by it of its obligations under this Agreement.
- 1.2 It is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Ring Fence Offer or any Named Project.
- 1.3 Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms.
- 1.4 The execution, delivery and performance by it of this Agreement do not:
 - 1.4.1 insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;
 - 1.4.2 conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or
 - 1.4.3 contravene or conflict with its standing orders or other constitutional documents binding upon it (as applicable) from time to time.
- 1.5 All consents, required by it in connection with the execution, delivery, issue, validity or performance or enforceability of this Agreement have been obtained and have not been withdrawn.
- 1.6 So far as it is aware, it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.
- 1.7 To the best of its knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Ring Fence Offer or any Named Project.
- 1.8 It has not committed any Prohibited Act.

2 **Deliverability**

- 2.1 It has obtained or will by Practical Completion of a Named Project have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.
- 2.2 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.
- 2.3 No Default Event has occurred and is continuing.
- 2.4 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Grant Recipient's initial application for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.5 It has informed the GLA of any material change that has occurred since:
- 2.5.1 the date of submission of the proposed Ring Fence Offer prior to the date of this Agreement; and
 - 2.5.2 the Ring Fence Offer, as the same may be amended, added to, supplemented, substituted or varied in accordance with this Agreement, on each occasion of its amendment, addition, supplementation, substitution or variation of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect.
- 2.6 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed, materially adversely affect the decision of anyone considering whether or not to contract with it.
- 2.7 All data or other information supplied to the Regulator or the GLA in connection with, or related to the Ring Fence Offer or this Agreement is accurate.
- 2.8 The Grant Recipient will own and be the landlord of the AHP Dwellings to be provided pursuant to this Agreement.

3 **Application of the Ring Fence Offer**

- 3.1 No AHP Dwelling is or will be subsidised by GLA Programme Funds.
- 3.2 Save where expressly agreed by the GLA, no Named Project which is a Section 106 Project is being subsidised by Named Project Grant or Fund Proceeds.
- 3.3 So far as the Grant Recipient is aware (having made all reasonable enquiries) the Ring Fence Offer (including, inter alia, all projected Start on Site and Practical Completion dates) is capable of being delivered without the need for a change to the Ring Fence Offer.

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

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

5 **Propriety**

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

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

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

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

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

5.2.1 access to properties developed, Rehabilitated or, disposed of pursuant to this Agreement; or

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

6 **Local Government Act 1999**

The Grant Recipient is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued.

7 **Local Government Finance Act 1988**

No Section 114 Report has been made nor is the Grant Recipient aware of any circumstances which would give rise to the making of a Section 114 Report.

Schedule 2

Development Costs

Part 1

Development Costs

Heads of expenditure

1 Acquisition

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

2 Works Costs

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

3 On costs

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

- 3.10 An appropriate proportion of the Grant Recipient's development and administration costs.
- 3.11 Irrecoverable VAT on the above.

Note 1

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

Note 2

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

Examples of these are as follows:

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

Note 3

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

Part 2

Costs which are not Development Costs

Capital costs incurred:

- 1.1 which are not eligible for social housing assistance as defined in Section 32(13) of the HRA 2008;
- 1.2 on land (forming part of the total site acquired) which will not be used exclusively for housing provision purposes directly related to the Named Project;
- 1.3 on estate offices, factories, letting offices;
- 1.4 on stores;
- 1.5 on medical or dental surgeries, clinics;
- 1.6 on police stations, public libraries, bus shelters;
- 1.7 on shops, restaurants, public houses, offices;
- 1.8 on transformer and other related buildings;
- 1.9 on maintenance depots, tools, plant and vehicles;
- 1.10 on garages (other than integral garages on market purchase scheme types) and greenhouses; and
- 1.11 on separate commercial laundry blocks and related equipment.

Schedule 3
Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref
Your ref
Date
Email address

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

To: Greater London Authority (the **GLA**)

Dear Sirs,

Legal Opinion re Right to Buy Ringfence Agreement and related matters

I refer to the proposed Right to Buy Ringfence Agreement to be entered into between [] (the **Council**) and the GLA (the **Agreement**) for the purposes of, inter alia, providing affordable housing which is dated on or about the date hereof. In connection with the giving of this opinion, I have examined:

- (a) the Agreement in its final form prior to execution and delivery thereof by the Council;
- (b) the Council's Standing Orders for approving entry into and the execution and delivery of deeds by the Council and for the delegation of its authority and the powers of the Council's Executive;
- (c) such other documents I consider appropriate for the purposes of giving this opinion.

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

I am of the opinion that, as at the date hereof, as a matter of English law, the Council has the power and authority to enter into, observe and perform the terms and obligations on its part to be observed and performed by it under the Agreement and has taken all necessary action and has obtained all relevant consents and approvals (statutory or otherwise) to authorise the execution and delivery of the Agreement and the performance and validity of the obligations under it.

Neither the execution and the delivery of, nor the performance by the Council of its obligations under the Agreement will violate any provisions of any existing application law, rule, regulation or

agreement binding on the Council, and the Agreement constitutes a valid and legally binding obligation on the Council enforceable in accordance with its terms. I have given this opinion, taking into account the common law and statutory duties applicable to the exercise of power by the Council.

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

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

Yours faithfully

Council Solicitor

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

| Name | Title | Specimen Signature |
|------|-------|--------------------|
| | | |

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

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

Authorised Signatory

EXECUTED as a **DEED** by affixing)
the common seal of)
[GRANT RECIPIENT])
in the presence of:)

Authorised signatory

Authorised signatory