



dated

2021

The Greater London Authority

and

[]

Revenue Funding Agreement

in relation to the provision of funding for the management of RSAP Dwellings under the Rough Sleeping Accommodation Programme (Local Authority)

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Funding Agreement

dated 2021

Parties

- (1) **The Greater London Authority** whose principal offices are City Hall, The Queen's Walk, London, SE1 2AA (the **Authority** or the **GLA**); and
- (2) [] (registration number []) whose registered office is at [] (the **Recipient**).

IT IS HEREBY AGREED THAT:

Background

- (A) The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding.
- (B) Under its powers under sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in the management of homes for the Target Client Group by the provision of the GLA Funding to the Recipient.
- (C) This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- (D) The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- (E) This Agreement together with statutory and other instruments constitutes an entrustment of a public service obligation (in compliance with the United Kingdom Competition Requirement) from the Authority to the Recipient to provide suitable accommodation for families and residents in London who are failed by the housing market.
- (F) The grant funding provided under this Agreement is (at its date) made in compliance with the United Kingdom Competition Requirement.
- (G) In this Agreement capitalised terms shall have the meaning prescribed to them in clause 1.

Agreed terms

1 Definitions and interpretation

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

Additional Revenue Project means a Revenue Project proposed by the Recipient under clause 2.4 in addition to the Original Revenue Project;

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

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

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

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

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

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

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

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

Agreement Information means:

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

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

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

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

Benchmark Rent Levels means the rent levels set out below as the same are updated and increased for each successive Financial Year in accordance with clause 3.1:

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

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

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

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

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

Capital Project means:

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

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

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

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

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

Claim means the details of the quantum of GLA Funding requested by the Recipient to reimburse Expenditure Incurred to be submitted on OPS to the Authority by the Recipient in accordance with Schedule 2;

Claim Period means the period set out in OPS during which Expenditure Incurred will be eligible for a Claim with respect to a Revenue Project;

Completion means that stage in the delivery of an RSAP Dwelling where the Recipient holds the freehold or leasehold interest in the RSAP Dwelling, the RSAP Dwelling meets the Minimum Standards and is fit for beneficial occupation as a residential property and the RSAP Dwelling has been accepted by the GLA on OPS as having achieved Completion and **Complete** shall be construed accordingly;

Condition Precedent means receipt by the GLA of the Legal Opinion on or before the date of this Agreement;

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

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

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

Expenditure Incurred means expenditure incurred by the Recipient in delivering the Project Objectives in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made;

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

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

FOIA has the meaning given to it in clause 15.1;

Force Majeure Event means any of the following:

- (a) riot;
- (b) civil unrest;
- (c) war;

- (d) act of terrorism;
- (e) threat or perceived threat of act of terrorism;
- (f) fire;
- (g) earthquake;
- (h) extraordinary storm;
- (i) flood;
- (j) abnormal weather conditions or other natural catastrophe or strikes; or
- (k) lock-outs or other industrial disputes,

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

Funding Period means a period of four consecutive calendar years to be calculated from the date of the Recipient's first eligible Claim;

Funding Expiry Condition means the Funding Period has expired before the expiry of the Minimum Period of Use with respect to a Revenue Project and the GLA is satisfied that the Recipient has complied with clause 2.10;

GLA Funding means a sum of up to [] pounds sterling (£[]) to be paid to the Recipient by the Authority with respect to the Original Revenue Project in accordance with the terms and conditions of this Agreement (as the same may be amended from time to time in accordance with the terms of this Agreement);

Grant Payment means a payment of the GLA Funding which may be claimed by the Recipient in accordance with Schedule 2 each Claim Date in arrears during the Funding Period to reimburse Expenditure Incurred in the previous Claim Period (subject always to clause 4 below);

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

HRA 2008 means the Housing and Regeneration Act 2008;

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

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

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

Information Commissioner has the meaning set out in Section 114 of the Data Protection Act 2018 and for the avoidance of doubt is the UK's independent body set up to uphold and enforce information rights;

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

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

Leasing Costs means costs incurred by the Recipient in leasing one or more RSAP Dwellings as described in the Project Activities;

Legal Opinion means a legal opinion in the form set out in Schedule 4 of this Agreement given by the 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; and
- (d) any enforceable community right within the meaning of section 2 European Communities Act 1972;

in each case in the United Kingdom;

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

London Affordable Rent means either:

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

for an equivalent property of the relevant size and number of bedrooms such rent to be assessed and set in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide, Legislation, the Rent Standard and any other relevant

guidance issued by the Regulator (as any of the same may be amended, replaced or updated from time to time);

London Living Wage means the basic hourly wage of £10.75 (before tax, other deductions and any increase for overtime) as may be updated from time to time by the GLA and notified to the Recipient;

Long Stop Date means 31 March 2021 or such other date as the GLA may in its absolute discretion agree on OPS;

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

Material Breach means a breach of this Agreement that is reasonably likely to have a significant effect on the delivery of the Project Objectives on the basis agreed under this Agreement;

Milestones means the provision of evidence by the Recipient (which is satisfactory to the GLA) via OPS ahead of each Claim Date that the Recipient has and continues to achieve the Project Objectives;

Minimum Period of Use means the number of calendar years identified in the Capital Project Details during which any RSAP Dwelling must (subject to any substitution agreed pursuant to clause 25) be used for the Agreed Purposes and be let to a person (or persons) who falls within the Target Client Group, such period to be no less than 3 consecutive calendar years (unless otherwise agreed by the GLA in its absolute discretion) and to be calculated from the date such RSAP Dwelling achieves Completion;

Minimum Period of Use Breach means the GLA has determined that the Recipient has failed to achieve the Minimum Period of Use for any RSAP Dwelling (other than in the circumstances in clause 25.8);

Minimum Standards means the standards set out in Schedule 1 and any standards referenced in OPS and any additional standards in or in connection with the Recipient's bid to the GLA for revenue funding pursuant to the Rough Sleeping Accommodation Programme;

MHCLG means the Ministry of Housing, Communities and Local Government;

Nil Capital Grant Project means a project of one or more dwellings to accommodate individuals from the Target Client Group which has been accepted by the GLA on OPS but in respect of which the Recipient did not seek capital grant funding under the RSAP;

Nominating Body means:

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

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

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

Non Compliant Dwelling has the meaning attributed to it in clause 26.1;

Non Compliance Notification Date means the date on which the GLA notifies the Recipient that it has become aware that the circumstances set out in clause 26.1 have occurred;

Occupation Notification has the meaning attributed to it in clause 25.3.1;

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

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

Occupying Tenant has the meaning attributed to it in clause 25.1.1;

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

Original Dwelling has the meaning given to it in clause 25.1;

Original Revenue Project means the RSAP Dwellings which have been accepted by the GLA on OPS at the date of this Agreement in connection with a Revenue Project;

Project Activities means such management services or other activities to be provided in respect of the relevant RSAP Dwellings (in each case as more particularly described in the Project Details) to ensure that, as a minimum, the RSAP Dwellings meet the Minimum Standards and the requirements of this Agreement;

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

Project Objectives means the Recipient discharging its landlord obligations and undertaking the Project Activities (including any amendment thereto agreed between the parties in accordance with clauses 11, 12 or 27);

Project Report means a written report detailing:

- (a) the Recipient's activities and progress in relation to meeting the Project Objectives and/or Milestones;
- (b) programme risks and issues and the steps the Recipient is taking to mitigate these;
- (c) the total number of RSAP Dwellings comprised in any Revenue Project;
- (d) the number of Indicative RSAP Dwellings and RSAP Dwellings against which Expenditure Incurred is being claimed;
- (e) the number of tenancies of RSAP Dwellings granted by the Recipient in the relevant Claim Period (including the dates on which such tenancies were granted and the dates on which the relevant tenants began occupation of such RSAP Dwelling); and
- (f) any other information that the GLA may request from time to time in connection with any Revenue Project;

PSL Project means a Revenue Project where the parties have agreed that the Expenditure Incurred may include Leasing Costs, as more particularly set out in the Project Details;

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

Recipient Affiliate means any subsidiary or holding company of the Recipient or any subsidiary to any such holding company as subsidiary and holding company are defined in Section 1159 of the Companies Act 2006;

Recipient's Chief Financial Officer has the meaning given to it in paragraph 1 of Part A of Schedule 2;

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

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

Register means the register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 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;

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

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

Revenue Project means a project for the management of the RSAP Dwellings in accordance with the Project Objectives which has been accepted by the GLA on OPS;

Review Meeting has the meaning given to it in clause 12.3;

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

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

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

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

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

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

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

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

- (a) the landlord's unique unit identifier;
- (b) the current tenant name;
- (c) the current tenant CHAIN number (where applicable);
- (d) the referring team or service of the current tenant;
- (e) the current tenant's accommodation situation prior to arrival;
- (f) the current tenancy start date;
- (g) the previous tenancy end date if there has been a change in tenant; and
- (h) any other details which the GLA or the Alternative Nominating Body may require,

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

RSAP Housing means subsidised housing managed by the Recipient in accordance with the Project Objectives that will be made available to individuals within the Target Client Group at either a:

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

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

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

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

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

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

SPEI Allowable Costs means those costs incurred by the Recipient in providing the RSAP Housing as specified in OPS (calculated using generally acceptable accounting principles) as follows:

- (a) those direct costs incurred by the Recipient in providing the Project Objectives to the RSAP Dwellings;
- (b) a proper proportion of costs if these are shared between RSAP Dwellings and other dwellings on sites where the RSAP Dwellings are situated; and/or
- (c) other costs permitted under the United Kingdom Competition Requirement of operating the RSAP Dwellings as affordable housing,

in each case calculated using generally acceptable accounting principles;

SPEI Information means such information about or relating to the SPEI Allowable Costs, the SPEI Revenue, the SPEI Necessary Subsidy and such other information as the GLA may reasonably request;

SPEI Necessary Subsidy means under the United Kingdom Competition Requirement the maximum amount of aid which may be provided without Unlawful Subsidy arising;

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

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

SPEI Review means a review by the GLA of the provision of Agreement Funding to determine whether an SPEI Overpayment has arisen in relation to any Revenue Project;

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

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

Substitute Dwelling Details has the meaning given to it in clause 25.4;

Substitute RSAP Dwelling Acceptance Date means the date upon which the GLA accepts a Substitute RSAP Dwelling pursuant to clause 25.6;

Substitution Notification has the meaning given to it in clause 25.3.2;

Target Client Group means any of the following groups:

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

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

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

Tenancy Support Funding Arrangements means details of:

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

Tenancy Support Notification Date means the date on which the Recipient notifies the GLA in accordance with clause 3.5.1;

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

Tenancy Support Services means the support services to be provided to Tenants of the RSAP Dwellings for the Minimum Period of Use as set out in the Capital Project Details;

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

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

Tenant means (as the context requires):

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

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

Tenancy Type means either:

- (a) a non secure tenancy as defined in section 79(2)(a) and Schedule 1 paragraphs (4), (4A), and/or (6) Housing Act 1985; or
- (b) where agreed by the GLA on OPS:
 - i an introductory tenancy, as defined in section 124 Housing Act 1996;
 - ii a contractual license or contractual tenancy, or
 - iii such other form of tenancy expressly agreed by the GLA;as accepted by the GLA on OPS and set out in the relevant Capital Project Details;

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

Unavailability Notification has the meaning given to it in clause 25.1.2;

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

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

1.2 Interpretation

1.2.1 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order,

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

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

2 The Project Objectives

2.1 In consideration of the sum of £1 (receipt of which the GLA hereby acknowledges), the GLA has agreed to make the GLA Funding available to the Recipient to fulfil the Project Objectives for the Minimum Period of Use subject to and in accordance with the terms and conditions of this Agreement.

2.2 The Recipient confirms that such details of the RSAP Dwellings comprised in the Original Revenue Project as are required by the GLA have been included in OPS by the date of this Agreement and in submitting such details the Recipient represents and warrants to the GLA that it:

2.2.1 has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement;

2.2.2 is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and

2.2.3 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;

2.3 If any Indicative RSAP Dwellings are accepted by the GLA in OPS the Recipient must ensure that such Indicative RSAP Dwellings are profiled into Capital Projects on OPS in accordance with such procedures as the GLA may require.

2.4 The Recipient must upload such details as the GLA may require in connection with any proposed Additional Revenue Project onto OPS and in submitting such details the Recipient represents and warrants in relation to the proposed Additional Revenue Project in the terms set out in clause 2.2.

2.5 If the GLA is satisfied with the details submitted under clause 2.4 it will confirm its acceptance of the proposed Additional Revenue Project on OPS and from the date of such acceptance:

2.5.1 the proposed Additional Revenue Project shall constitute a Revenue Project and immediately subject to the terms and conditions of this Agreement;

2.5.2 the details set out by the Recipient in respect of any Additional Revenue Project in OPS and as confirmed by the GLA through OPS shall be deemed to be Project Details for the purposes of this Agreement; and

- 2.5.3 the Recipient will be entitled to claim GLA Funding with respect to any RSAP Dwelling within such Revenue Project pursuant to clause 4.1 and 4.2 and subject to the terms and conditions of this Agreement.
- 2.6 If the GLA agrees to make available any grant funding in relation to Additional Revenue Project, the GLA Funding will be deemed to be adjusted by amount of grant funding agreed by the GLA in OPS in relation to the new Revenue Project.
- 2.7 Under no circumstances shall the GLA be obliged to accept any proposed Additional Revenue Project or to provide GLA Funding to any RSAP Dwelling if the GLA (acting reasonably) believes that it does not, will not or is unlikely to have sufficient financial resources available to it (taking account inter alia of its commitments under the RSAP or other programme commitments).
- 2.8 The Recipient must:
- 2.8.1 use the GLA Funding to deliver the Project Objectives for the Minimum Period of Use;
- 2.8.2 hold Registered Provider status and be the immediate landlord of each RSAP Dwelling;
- 2.8.3 promptly and efficiently deliver the Project Objectives and each Revenue Project fully in accordance with this Agreement;
- 2.8.4 notify the GLA as soon as reasonably practicable when any circumstance occurs which may:
- (a) impact on the Recipient's ability to deliver any Revenue Project and/or the RSAP Dwellings in accordance with the terms of this Agreement;
- (b) indicate that the GLA is making available more grant than is required to deliver any Revenue Project;
- (c) impact upon the availability of any RSAP Dwellings and/or achievement of the Minimum Period of Use; and
- 2.8.5 where a Revenue Project is a PSL Project, not make a Claim for Leasing Costs pursuant to Schedule 2 other than with respect to an RSAP Dwelling which has achieved Completion.
- 2.9 The parties acknowledge and agree that the GLA has no obligation to provide any GLA Funding with respect to any RSAP Dwelling:
- 2.9.1 which ceases to meet the description of RSAP Housing;
- 2.9.2 of which the Recipient is not the immediate landlord;
- 2.9.3 in respect of which the Recipient does not own a freehold or leasehold interest;
- 2.9.4 which has not achieved Completion, where the GLA Funding is being claimed against Leasing Costs;

- 2.9.5 after expiry of the Funding Period (or such later date as the GLA may expressly agree); or
 - 2.9.6 which in the GLA's opinion is unlikely to achieve Completion by 31 March 2021 (or such later date as the GLA may at its sole discretion agree on OPS).
- 2.10 Where the Funding Period will expire before the expiry of the Minimum Period of Use the Recipient must:
- 2.10.1 notify the Nominating Body and the GLA in writing twelve (12) months before the end date of the Funding Period;
 - 2.10.2 use reasonable endeavours to secure additional revenue funding for the provision of the Project Objectives for the relevant RSAP Dwelling(s); and
 - 2.10.3 where no commitment for additional revenue funding can be secured by the Recipient in accordance with clause 2.10.2, the Recipient must meet with the GLA within ninety (90) Business Days (or such later date as GLA may agree in its absolute discretion) and seek to agree with the GLA an alternative arrangement in relation to the funding, client group or usage with regards to the relevant RSAP Dwelling(s) and where (within the timeframe set out in this clause 2.10.3) an alternative arrangement is agreed between the parties, the Recipient shall amend the Capital Project Details and Project Details on OPS (as relevant) and vary this Agreement as required by the GLA (in its absolute discretion) to reflect such arrangements.

3 **RSAP Dwellings**

- 3.1 The parties agree that the Benchmark Rent Levels shall be increased in accordance with the following:
- 3.1.1 subject to clause 3.1.2, the Benchmark Rent Levels for each successive Financial Year (**New Financial Year**) after the Financial Year 2020/2021 shall be increased with effect from 1 April in such New Financial Year in accordance with the following formula:

Benchmark Rent Level = ABRL x (CPI_x + 1.01)

Where

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

CPI_x = the 12-month inflation rate figure (drawn from the CPI and expressed as a decimal) published for September in the Financial Year prior to the New Financial Year for which the calculation is being carried out.
 - 3.1.2 If for any New Financial Year the calculation of (CPI_x + 1.01) produces a figure less than 1 the product of the calculation shall be deemed to equal 1.
- 3.2 The Recipient will use reasonable endeavours to deliver the RSAP Dwellings in such a manner as to ensure that Tenants are not impacted by the Benefit Cap.

- 3.3 The parties acknowledge and agree that:
- 3.3.1 any Tenancy Support Services Provider identified within the Recipient's bid to the GLA for GLA Funding (or notified to the GLA pursuant to clause 3.3.2) must provide the Tenancy Support Services on the basis required under this Agreement;
 - 3.3.2 where no Tenancy Support Services Provider is identified in the Capital Project Details, the Recipient will notify the GLA as soon as reasonably practicable following the appointment of any Tenancy Support Services Provider;
 - 3.3.3 the Recipient will notify the GLA at least 30 Business Days in advance of any change in the Tenancy Support Services Provider (and will contemporaneously provide the GLA with any proposed form of Alternative Tenancy Support Services Agreement) and where such a change is approved by the GLA it shall be implemented in accordance with clause 27;
 - 3.3.4 where the GLA (acting reasonably) considers that a change in the Tenancy Support Services Provider or entry into a proposed Alternative Tenancy Support Services Agreement will have a material adverse affect upon the provision of the Tenancy Support Services it shall be entitled to treat this as a Default Event pursuant to clause 7.1.15.
- 3.4 The Recipient shall ensure that:
- 3.4.1 a Tenancy Support Service Agreement or, where the GLA has expressly agreed, a Tenancy Support Specification is in place no less than five Business Days prior to Completion; and
 - 3.4.2 Tenancy Support Services are available for the duration of the Minimum Period of Use for each RSAP Dwelling save where an alternative arrangement has been agreed pursuant to clause 3.6.
- 3.5 Where the Recipient becomes aware that Tenancy Support Services are likely to come to an end for any RSAP Dwelling(s) the Recipient must:
- 3.5.1 notify the Nominating Body and the GLA in writing twelve (12) months before the end date of the Tenancy Support Services; and
 - 3.5.2 use reasonable endeavours to secure additional revenue funding for the provision of Tenancy Support Services for the relevant RSAP Dwelling(s).
- 3.6 Where Tenancy Support Services for any RSAP Dwelling are projected to cease and no commitment for additional revenue funding can be secured by the Recipient in accordance with clause 3.5, the parties will within ninety (90) Business Days (or such later date as GLA may agree in its absolute discretion) of the Tenancy Support Notification Date seek to agree an alternative arrangement in relation to the funding, client group or usage with regards to the relevant RSAP Dwelling(s) and where (within the timeframe set out in this clause 3.6):

- 3.6.1 an alternative arrangement is agreed between the parties, the Recipient shall amend the Capital Project Details on OPS and vary this Agreement as required by the GLA (in its absolute discretion) to reflect such arrangements; or
 - 3.6.2 no agreement can be reached, a Minimum Period of Use Breach shall be deemed to have occurred and the provisions of clause 7.1.14 shall apply.
- 3.7 The Recipient acknowledges and agrees that, where the tenants of the RSAP Dwellings comprised in a Capital Project will be nominated by Clearing House, it must either enter into a Service Level Agreement with Clearing House or it must procure (through the imposition of a contractually binding obligation upon the Tenancy Support Services Provider) that the Tenancy Support Services Provider enters into a Service Level Agreement with Clearing House:
 - 3.7.1 before Clearing House nominates an individual from the Target Client Group for accommodation into any RSAP Dwelling; and
 - 3.7.2 where such RSAP Dwelling is a First Let, no less than six weeks prior to the Capital Project in which such dwelling is comprised achieving Completion.
- 3.8 The Recipient shall promptly:
 - 3.8.1 participate in any evaluation of RSAP that MHCLG may require of the them; and
 - 3.8.2 supply all information and data required in respect of any such evaluation.
- 3.9 The parties agree that:
 - 3.9.1 nominations to RSAP Dwellings may only be made by an Alternative Nominating Body where this has been agreed by the GLA in its absolute discretion;
 - 3.9.2 where a nomination to an RSAP Dwelling is made by Clearing House, the Recipient will (or will procure that the Tenancy Support Services Provider will):
 - (a) promptly notify Clearing House of any RSAP Dwellings available for let; and
 - (b) provide all RSAP Dwelling Lettings Information required by the Clearing House via their online portal at least three Business Days before a nomination is required;
 - 3.9.3 where (pursuant to clause 3.9.1 above) a nomination to an RSAP Dwelling is made by an Alternative Nominating Body, the Recipient will (or, where relevant procure that the Tenancy Support Services Provider will) provide the RSAP Dwelling Monitoring Data to Clearing House on a monthly basis using such form that Clearing House may supply; and
 - 3.9.4 the Recipient will (or, where relevant procure that the Tenancy Support Services Provider will) provide Clearing House (and, any applicable Alternative Nominating Body) with the RSAP Dwelling Completion Details for each RSAP

Dwelling promptly following a dwelling becoming available for occupation using such form that Clearing House may supply.

3.10 The Recipient must:

- 3.10.1 offer to each resident of the RSAP Dwellings a tenancy which reflects the Tenancy Type for the Tenancy Term agreed with the GLA on OPS;
- 3.10.2 not without the GLA's prior written consent (such consent to be given or withheld in the GLA's absolute discretion) use the RSAP Dwellings:
 - (a) for any purpose other than the Agreed Purposes and for any period shorter than the Minimum Period of Use; or
 - (b) to accommodate individuals from outside of the Target Client Group;
- 3.10.3 subject to any contrary requirement of Legislation comply with the Rent Standard and the Tenancy Standard to the extent applicable to the RSAP Dwelling and with applicable Guidance;
- 3.10.4 not charge a higher initial rent in relation to a RSAP Dwelling than set out in the relevant Capital Project Details and ensure that such rent continues to be set and charged in accordance with the applicable criteria and requirements of the Rent Standard and this Agreement;
- 3.10.5 provide the GLA with Exemption Evidence prior to a Nominating Body nominating an individual from the Target Client Group for accommodation into any Exempt Accommodation (where applicable);
- 3.10.6 comply with (and where relevant ensure that the Tenancy Support Services Provider complies with) the terms of any Service Level Agreement, any Tenancy Support Services Agreement, any Clearing House Policies and the Nominations Protocol;
- 3.10.7 ensure that it and (where relevant) its superior landlord does not appear on the London Rogue Landlord and Agent Checker database maintained by the GLA.

3.11 The parties acknowledge that in setting the Affordable Rent Level, it may not be possible for the Recipient to identify a comparable market rent for an equivalent property of the relevant size and location (an **Equivalent Property**) in the Broad Market Rental Area. In such a case the Recipient will submit to the GLA a comparable market rent based on Equivalent Properties in alternative comparator areas (the **Alternative Market Rent**). If the GLA (acting reasonably) does not approve the Recipient's proposed Alternative Market Rent, the Recipient will engage a valuer to identify a comparable market rent from areas outside the Broad Market Rental Area and determine the market rent that will be applicable to the RSAP Dwelling in the Broad Market Rental Area (the **Comparable Market Rent**). In the circumstance contemplated in this clause 3.11 the Recipient should set the Affordable Rent Level by reference to the Comparable Market Rent.

4 **Payment and performance monitoring arrangements**

4.1 Subject to:

4.1.1 the Recipient complying with all of the terms of this Agreement

4.1.2 clause 2.9; and

4.1.3 the Condition Precedent having been satisfied,

the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this clause 4.

4.2 The provisions of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding

4.3 The Recipient shall make all documents of its suppliers and sub-contractors available to the Authority upon demand and shall use all reasonable endeavours to procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about any Revenue Project and their respective contributions to the Recipient's delivery of the Project Objectives and/or the Milestones.

4.4 The Recipient shall ensure that it and any Recipient Affiliate (at its or their cost) co-operates with the Authority during an SPEI Review and it shall if requested promptly provide the Authority with SPEI Information and such other information, evidence and/or explanation as the Authority may reasonably require.

5 **Ineligible expenditure**

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

5.1.1 recoverable input VAT incurred;

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

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

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

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

6 Financial accountability

- 6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:
- 6.1.1 agree in writing in advance with the Authority any changes to any of the Project Objectives and/or Milestones;
 - 6.1.2 establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
 - 6.1.3 notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
 - 6.1.4 notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
 - 6.1.5 notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - 6.1.6 notify the Authority immediately if any circumstance occurs which may give rise to the making of a Section 114 Report or the issue of a Section 15 Direction;
 - 6.1.7 keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Project Objectives (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer). All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be kept for at least ten years after the end date of a Revenue Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the ten years after the end date of a Revenue Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of a Revenue Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
 - 6.1.8 make (complying always fully with the requirements of the Data Protection Act 2018 and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations) all relevant data, information and documents available and provide access at any time for:

- (a) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
- (b) an external audit and review of the Project Objectives and/or Milestones and of financial appraisal and monitoring systems;

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

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

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

6.2 The Recipient shall procure the maintenance of an insurance policy with an insurer of good repute for every RSAP Dwelling which must cover loss or damage for the full replacement value of those RSAP Dwellings and (for the avoidance of doubt) in the event of any loss of or damage to any RSAP Dwelling the Authority shall not be obliged to pay for its replacement or repair.

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

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

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

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

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

7.1.4 the Recipient fails to comply with any of the terms and conditions set out in this Agreement which results in a Material Breach;

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

- 7.1.6 any other circumstances significantly affect the Recipient's ability to deliver a Revenue Project and/or meet the Project Objectives and/or Milestones or result in or are in the reasonable opinion of the Authority likely to lead to a Revenue Project and/or the meeting of the Project Objectives and/or Milestones as approved not being completed;
 - 7.1.7 insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
 - 7.1.8 termination of the Tenancy Support Service Agreement or material amendment to a Tenancy Support Specification during the Minimum Period of Use (unless the Funding Expiry Condition applies), save where it is replaced by an Alternative Tenancy Support Service Agreement;
 - 7.1.9 the Recipient fails to provide the Authority upon request with:
 - (a) copy invoices clearly showing Expenditure Incurred on the Project Objectives and/or Milestones or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (b) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives and/or Milestones;
 - 7.1.10 the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority or the RSAP into disrepute or adversely affect the reputation of the Authority or the RSAP;
 - 7.1.11 the Recipient's status as a Registered Provider is lost, relinquished or removed;
 - 7.1.12 the Recipient's Investment Partner status is lost or removed;
 - 7.1.13 the Regulator directs or recommends that grant is not to be paid to the Recipient or the Authority understands that such a direction or recommendation is likely to be made;
 - 7.1.14 clause 25.8 applies;
 - 7.1.15 there is Minimum Period of Use Breach and/or a breach of clauses 2.8 or 3 before the expiry of the Minimum Period of Use (unless the Funding Expiry Condition applies); and
 - 7.1.16 there has been a cessation of Tenancy Support Services in respect of an RSAP Dwelling and no alternative arrangement has been agreed pursuant to clause 3.6 (unless the Funding Expiry Condition applies).
- 7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in clause 7.1 arise.

- 7.3 If the Authority becomes entitled to exercise its rights under clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
- 7.4 In the event that the Authority exercises its right to terminate this Agreement under clause 7.1:
- 7.4.1 the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this clause 7.4;
 - 7.4.2 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - 7.4.3 the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
 - 7.4.4 the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate (acting reasonably provided that where the Authority (acting reasonably) considers that the Recipient has acted fraudulently or dishonestly in claiming any GLA Funding or the acts or omissions of the Recipient have materially adversely affected the reputation of the Authority, it shall be reasonable for the Authority to have absolute discretion in determining the amount repayable under this clause 7.4.4);
- 7.5 The parties shall review the operation of this Agreement on or before the second anniversary of this Agreement and any variations to this Agreement that appear to be necessary as a result of such review shall be made in accordance with clause 11 and/or 27.

8 **Procurement and Subsidy Control**

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- 8.1.1 using a fair and transparent documented decision making process taking account of public sector accountability and probity;
 - 8.1.2 in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
 - (a) three or more written quotations must be sought in respect of purchases with values between £10,000 and £150,000 (inclusive); and

- (b) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000; and

8.1.3 in accordance with government best practice relating to procurement practices and procedures.

8.2 This Agreement is drafted with the intention that it is lawful and complies with the requirements of the United Kingdom Competition Requirement.

8.3 If the Agreement Funding gives rise to an SPEI Overpayment or otherwise constitutes Unlawful Subsidy then the Authority shall be entitled to recover from the Recipient the amount of such SPEI Overpayment and/or Unlawful Subsidy together with such interest as it is required by law to recover and the Recipient must pay such amount(s) within ten (10) Business Days of the Authority requesting repayment.

8.4 The Recipient shall promptly give written notice to the Authority of any Public Sector Funding it receives from a third party in relation to a Revenue Project.

8.5 If following the date of this Agreement, the law requires the GLA to amend this Agreement to comply with a United Kingdom Competition Requirement then the Authority may, acting reasonably, provide written notice to the Recipient to vary this Agreement to the extent necessary to comply with such change in law.

8.6 The Authority may monitor the Recipient's compliance with the requirements of this clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of clause 7.1.3.

9 **Publicity and intellectual property**

9.1 The Recipient shall ensure that, where appropriate, publicity is given to a Revenue Project and the fact that the Authority is financially supporting the relevant Revenue Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible.

9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.

9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.

9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns,

and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10 **Agency**

10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.

10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power or to make any statement on behalf of the Authority (unless approved in writing in advance).

10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

11 **Amendment**

11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment reasonably proposed by the Authority.

12 **Review, consultation and final report**

12.1 In preparation for each of the Review Meetings (as that term is defined in clause 12.3), the Recipient shall, not less than seven days before the date of the relevant Review Meeting, submit to the Authority a Project Report.

12.2 The Project Report shall append any relevant monitoring forms and may also include such other evidence and information as the Authority may require, including but not limited to information on rent arrears, voids, and possession proceedings.

12.3 The Recipient and the Authority shall meet to review the progress of any Revenue Project and the meeting of the Project Objectives and/or Milestones (**Review Meeting**) from time to time on a regular basis, at such times as agreed by the parties and at least quarterly. Review Meetings will be organised by the Authority.

12.4 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and the report referred to at clause 12.2 and shall include but not be limited to:

12.4.1 the progress and delivery of any Revenue Project and Project Objectives against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives and/or Milestones or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent

and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives and/or Milestones;

12.4.2 the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of a Revenue Project; and

12.4.3 any revisions that may be necessary to the Project Objectives and/or Milestones for whatever reason.

12.5 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with clause 11 and/or 27.

12.6 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:

12.6.1 cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of any Revenue Project; and

12.6.2 procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of any Revenue Project.

13 **Compliance with legislation and policies**

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

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

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

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

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

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

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

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

- (a) eliminate unlawful discrimination and harassment;
- (b) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and
- (c) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

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

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

13.3.4 (before the commencement of a Revenue Project):

- (a) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the relevant Revenue Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 2018 and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the relevant Revenue Project; and
- (b) have in place (and maintain throughout the continuance of the relevant Revenue Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.

13.3.5 shall if required by the Authority, ensure that the relevant Revenue Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the **Recipient's Responsible Procurement Plan**) setting out how the Recipient intends to carry out the relevant Revenue Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the

Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;

13.3.6 shall, where relevant to a Revenue Project, be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and

13.3.7 shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the relevant Revenue Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

14 Liability and insurance

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

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

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

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

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

15 Data Protection, Freedom of Information, confidentiality and transparency

The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the retained European Union law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR) and Data Protection Act 2018 and all applicable regulations regarding the handling and processing of any personal data as defined by the above data protection legislation, including (without

limitation) the maintenance of an appropriate registration with the Information Commissioner.

- 15.1 The Freedom of Information Act 2000 (the **FOIA**) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the parties shall co-operate fully with each other as reasonably requested by the other party in respect of any request for information made to either party in connection with this Agreement pursuant to the FOIA.
- 15.2 Subject to clauses 15.1, 15.3 and/or 15.4 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.3 The obligations under clause 15.2 shall not apply to:
- 15.3.1 information which at the time of disclosure is in the public domain;
 - 15.3.2 information which is required to be disclosed by law;
 - 15.3.3 information which is disclosed with the consent of the disclosing party.
- 15.4 The Recipient acknowledges and agrees that the Authority:
- 15.4.1 is subject to the Transparency Commitment and accordingly, notwithstanding clause 15.2, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
 - 15.4.2 the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this clause 15.4. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

16 **Entire Agreement**

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

17 **Force Majeure**

- 17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.
- 17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure Event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

18 **Dispute Resolution**

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

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

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

18.1.3 Where either no representatives of both parties are available to meet within the period set out in clause 18.1.2 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executives (or nominated deputies) of the Recipient and the Authority (the **Senior Executives**).

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

18.1.5 if the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Executives, such Dispute must be dealt with in accordance with clause 18.2.

18.2 In the circumstances contemplated in clause 18.1.5, the parties will attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed by the parties, the mediator will be nominated by CEDR. The parties agree that:

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

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

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

19 **Notices**

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

- 19.1.1 sent by electronic mail (but not by facsimile) in the case of either party to the other party's email address set out in clause 19.3 provided that the party includes in the subject line of the email words sufficient to identify the contents of the email as a notice given under this Agreement; or
- 19.1.2 delivered by hand and receipted for by the recipient; or
- 19.1.3 sent by a recorded delivery service addressed in the case of either party to the other party's registered office as set out at the beginning of this Agreement or to such other addresses as either party may from time to time notify to the other in writing provided that such other address is within England and Wales.

19.2 Any notice shall be deemed to be given by the sender and received by the Recipient:

- 19.2.1 if sent by email, on the date that the email is received at the relevant email address set out in clause 19.3;
- 19.2.2 if delivered by hand, when delivered to the recipient;
- 19.2.3 if delivered by a recorded delivery service, three (3) Business Days after delivery including the date of postage;

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

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

- 19.3.1 for the GLA:
 - (a) email address: roughsleepinghomes@london.gov.uk
- 19.3.2 for the Recipient:
 - (a) email address: [REDACTED]

or to such other email addresses as either party may from time to time notify to the other in writing to the other party's email addresses set out in this clause 19.3.

20 **Survival of this Agreement**

- 20.1 Insofar as any of the rights and powers of the Authority provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 20.2 Insofar as any of the obligations of the Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 20.3 Without limitation the provisions of any of clauses 7, 8, 9, 10, 15, 18, 19, 21, paragraph 3 of Part A of Schedule 2 and this clause 20 and such other provisions of this Agreement as

are necessary to give effect to such clauses are expressly agreed by the parties to survive the termination or expiry of this Agreement.

21 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of clause 18 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

22 **London Living Wage**

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

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

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

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

23 **Execution**

23.1 This Agreement may be executed:

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

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

24 **Exclusion of third party rights**

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

25 **Substitute RSAP Dwellings**

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

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

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

(in either case, the **Original Dwelling**).
- 25.2 In providing the notification under clause 25.1.1, the Recipient shall also submit to the GLA such evidence as the GLA may require to demonstrate that the Recipient has tried to secure appropriate alternative accommodation for the Occupying Tenant.
- 25.3 The GLA shall consider any evidence provided by the Recipient under clause 25.2 and if (in its absolute discretion):
- 25.3.1 it is satisfied that the Recipient has used its reasonable endeavours to secure appropriate alternative accommodation for the relevant Occupying Tenant no Substitute Dwelling Details shall, subject to clause 25.10, be required to be submitted to the GLA pursuant to clause 25.4 and the GLA will notify the Recipient to confirm that no Substitute Dwelling Details are required to be submitted for the Occupation Period (the **Occupation Notification**); or.
- 25.3.2 the GLA is not satisfied (in its absolute discretion) that the Recipient has used its reasonable endeavours to secure appropriate alternative accommodation for the relevant Tenant, the GLA shall notify the Recipient in writing (the **Substitution Notification**).
- 25.4 The Recipient must submit to the GLA
- 25.4.1 within 10 Business Days of receipt of the Substitution Notification; or
- 25.4.2 contemporaneously with the Unavailability Notification
- such details (the **Substitute Dwelling Details**) of a proposed Substitute RSAP Dwelling as the GLA may require through OPS or such other method as the GLA may require, together with details of the Tenancy Support Services which will be provided to the incoming Tenant of the Substitute RSAP Dwelling and any Tenancy Support Funding Arrangements.
- 25.5 In submitting the Substitute Dwelling Details pursuant to clause 25.4, the Recipient:
- 25.5.1 makes the same representations and warranties in relation to the proposed Substitute RSAP Dwelling as it makes to the GLA pursuant to clause 2.2;
- 25.5.2 represents and warrants to the GLA that if the Substitute RSAP Dwelling is accepted by the GLA:
- (a) the Recipient will be (or within 2 weeks of the Substitute RSAP Dwelling Acceptance Date will be) the direct landlord of the proposed Substitute RSAP Dwelling;
- (b) the Substitute RSAP Dwelling will be available for occupation within 2 weeks of the Substitute RSAP Dwelling Acceptance Date (or such later date as the GLA as expressly agreed);

- (c) the Minimum Period of Use provided by the Substitute RSAP Dwelling will be no less than the unexpired term of the Minimum Period of Use of the Original Dwelling;
- (d) the Substitute RSAP Dwelling is at least the same size (by square meter and by bedroom number) as the Original Dwelling (unless the GLA has otherwise expressly agreed);
- (e) the nomination protocol, tenancy type and tenancy term set out on OPS with respect to the Original Dwelling will, unless the GLA has agreed otherwise on OPS, continue to apply to the Substitute RSAP Dwelling for the unexpired term of the Minimum Period of Use of the Original Dwelling
- (f) details of the Tenancy Support Services which will be provided to the incoming Tenant of the Substitute RSAP Dwelling and the Tenancy Support Funding Arrangements provided to the GLA are true, complete and accurate in all respects; and
- (g) that the amount of GLA Funding paid to it in respect of the Original Dwelling shall be deemed to have been paid to it in respect of the Substitute RSAP Dwelling and that any grant repayment obligations assumed by the Recipient under this Agreement in respect of the Original Dwelling are assumed by it in respect of the Substitute RSAP Dwelling;

25.5.3 represents warrants and undertakes that the amount of GLA Funding paid to it in respect of the Original Dwelling shall be deemed to have been paid to it in respect of any Substitute RSAP Dwelling accepted by GLA under clause 25.6.

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

25.6.1 the GLA shall be entitled (but not obliged) to accept the Substitute RSAP Dwelling as a Substitute RSAP Dwelling and shall:

25.6.2 provided that all relevant Substitute Dwelling Details have been correctly uploaded to OPS and OPS accurately reflects the quantum of GLA Funding allocated to the Substitute RSAP Dwelling,

it shall confirm its acceptance of the Substitute RSAP Dwelling to the Recipient through OPS.

25.7 With effect from the Substitute RSAP Dwelling Acceptance Date:

25.7.1 the Substitute RSAP Dwelling shall be deemed to be an RSAP Dwelling for the purposes of this Agreement and immediately subject to its whole terms and conditions;

- 25.7.2 the relevant Revenue Project shall be deemed to be varied to include the Substitute RSAP Dwelling;
- 25.7.3 the details set out by the Recipient in respect of the Substitute RSAP Dwelling in OPS and as confirmed by the GLA through OPS shall be deemed to be comprised in the Capital Project Details or Project Details (as applicable) for the purposes of this Agreement; and
- 25.7.4 the amount of GLA Funding paid to the Recipient in respect of the Original Dwelling shall be deemed to have been paid to it in respect of the Substitute RSAP Dwelling and any grant repayment obligations assumed by the Recipient under this Agreement in respect of the Original Dwelling are assumed by it in respect of the substitute RSAP Dwelling.
- 25.7.5 the Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such substitute RSAP Dwelling.
- 25.8 If the Recipient fails to comply with clauses 25.1, 25.4, 25.10 or the GLA does not accept the Substitute RSAP Dwelling, the terms of clause 7.1.14 shall apply.
- 25.9 The Recipient must notify Clearing House and (where applicable the Alternative Nominating Body) as soon as reasonably practicable:
 - 25.9.1 where clause 25.3.1 applies; or
 - 25.9.2 upon becoming aware that the GLA has (or has not) accepted a Substitute RSAP Dwelling.
- 25.10 The parties acknowledge and agree that:
 - 25.10.1 a confirmation provided by the GLA that no Substitute Dwelling Details are required to be submitted to the GLA pursuant to clause 25.3.1 shall be valid until the expiry of the Occupation Period;
 - 25.10.2 30 Business Days prior to the expiry of the Occupation Period, the Recipient must provide the GLA with such evidence as the GLA may require to demonstrate that the Recipient has continued to try to secure appropriate alternative accommodation for the Occupying Tenant in the relevant Occupation Period, and if the GLA:
 - (a) is satisfied with such evidence, clause 25.3.1 will apply (*mutatis mutandis*); or
 - (b) is not satisfied with such evidence, clause 25.3.2 will apply and the Recipient will (pursuant to clause 25.4) be required to submit Substitute Dwelling Details to the GLA within ten Business Days of receipt of a Substitution Notification from the GLA;
 - 25.10.3 the Recipient must continue to try to secure appropriate alternative accommodation for any Occupying Tenant in the relevant Occupation Period and the obligation to provide the GLA with evidence to demonstrate this

pursuant to clause 25.10.2 shall apply (mutatis mutandis) on each Occupation Trigger Date until:

- (a) the GLA has provided a Substitution Notification with respect to the relevant Original Dwelling (in which case clause 25.4 shall apply); or
- (b) the GLA agrees in writing (in its absolute discretion) that such requirements no longer apply with respect to an Original Dwelling.

25.11 Where a Substitute RSAP Dwelling is accepted by the GLA pursuant to clause 25.6, such Substitute RSAP Dwelling shall, from such date, be subject to the obligations in this clause 25.

26 Completion of RSAP Dwellings

26.1 If an RSAP Dwelling fails to achieve Completion by the Long Stop Date or the GLA (acting reasonably) considers that an RSAP Dwelling has no reasonable prospect of achieving Completion by the Long Stop Date (a **Non Compliant Dwelling**):

26.1.1 the GLA shall be entitled to reduce the GLA Funding by the Reduction Sum and shall have no further obligation to the Recipient in relation to any Non Compliant Dwellings whether profiled into the Project or otherwise; and

26.1.2 the GLA shall have no further obligation to the Recipient in relation to any Non Compliant Dwellings whether profiled on OPS or otherwise.

26.2 The Reduction Sum shall be determined in accordance with the following procedure:

26.2.1 the parties (acting in good faith) shall seek to agree within 15 Business Days of the Non Compliance Notification Date a revised GLA Funding figure reflecting the number of Non Compliant Dwellings as against the number of RSAP Dwellings and the proportion of any Grant Payment paid to the Recipient pursuant to Schedule 2 which has been used to reimburse Expenditure Incurred with respect to a Non Compliant Dwelling (the **Recoverable Amount**);

26.2.2 where a revised figure for GLA Funding is agreed:

- (a) the Reduction Sum shall be the product of the following calculation:

$$RS = GF - RGF$$

where

RS is the Reduction Sum;

GF is the GLA Funding figure at the Non Compliance Notification Date;
and

RGF is the revised GLA Funding figure agreed pursuant to clause 26.2.1; and

- (b) the Recipient shall immediately amend the relevant information on OPS in respect of the GLA Funding as required by the GLA to reflect the agreement made pursuant to clause 26.2.1;
- 26.2.3 where the Recoverable Amount is agreed the Recipient shall pay to the GLA the Recoverable Amount;
- 26.2.4 where the parties are unable to agree a revised GLA Funding figure or the Recoverable Amount in accordance with clause 26.2.2(a) a Default Event shall be deemed to have occurred and the GLA shall be entitled to exercise its rights under clause 7.1;
- 26.2.5 under no circumstances will the GLA be required to make any payment to the Recipient if the application of the calculation in clause 26.2.2 results in RS being a negative figure.

27 **Changes to Project Details**

The parties may from time to time agree changes to the Capital Project Details, Indicative Project Details or the Project Details and where such changes are agreed they shall be implemented by the Recipient amending the Capital Project Details, Indicative Project Details and/or the Project Details in OPS and the electronic confirmation of that amendment by the GLA through OPS and in default of agreement the parties will be bound by the Capital Project Details, Indicative RSAP Dwelling details or the Project Details as they existed prior to the changes proposed under this clause 27.

Schedule 1

Minimum Standards

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

1 **Overarching Principles**

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

2 **External Property Standards**

2.1 **Access**

All accommodation shall have:

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

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

2.2 **Communal Areas (where applicable)**

All communal areas shall be:

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

2.3 **Roof (where applicable)**

All accommodation shall have:

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

2.4 **Guttering (where applicable)**

All accommodation shall have:

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

2.5 **Garden (where applicable)**

All gardens shall:

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

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

2.6 **Rubbish Disposal**

All accommodation shall have:

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

3 **Internal Property Standards**

3.1 **Doors**

3.1.1 Doors shall meet the following standards:

- (a) all external front (main entrance) doors and frames shall be of exterior grade quality and should be reasonably secure from access by burglars. They shall have a 5 lever mortise dead lock with an additional "Yale type" latch, or where purpose made UPVC door has integral door locking mechanism and an internal chain;
- (b) all other external doors shall have a five lever mortise dead lock with internal bolts;
- (c) all external front doors shall open freely, have a bell or adequate knocker fitted and be clearly numbered.

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

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

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

3.2 **Staircases (where applicable)**

3.2.1 All staircases shall have:

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

(e) a suitable handrail.

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

3.3 **Walls and Ceilings**

Walls and ceilings shall meet the following standards:

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

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

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

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

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

3.4 **Plaster**

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

3.5 **Decoration**

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

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

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

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

3.6 **Windows/Glazing**

The following requirements shall apply to windows and glazing:

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

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

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

3.7 **Ventilation**

The following standards shall apply:

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

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

3.8 **Insulation**

The following standards shall be met:

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

3.9 **Heating and Hot Water Systems**

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

- 3.9.1 there shall be either a full gas central heating and hot water system which is preferred, or Electric Economy Seven night storage heating which is less than 5 years old. Older accommodation must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the efficacy or cost efficiency of the heating systems;
- 3.9.2 if water heating is by electricity it shall be of reasonable capacity and have an on and off peak tariff;
- 3.9.3 the heating shall be sufficient to maintain an internal room temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms, bathroom, kitchen and hallway when the outside temperature is minus 1 degree Celsius;
- 3.9.4 boilers shall be less than 10 years old, older accommodation must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the efficacy or cost efficiency of the heating systems;
- 3.9.5 all pipework to the boiler should be boxed in appropriate to its location;
- 3.9.6 all gas heating systems shall have a 3 star British Gas Service Agreement or equivalent;
- 3.9.7 all heating systems shall have a timer and thermostat. For studios and bedsits fixed storage heaters are preferred where there is no gas supply. Electric heaters must be wall mounted;

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

3.10 **Electrical Items**

All accommodation shall meet the following standards:

- 3.10.1 all accommodation shall have a current NICEIC or NAPIT electrical safety report. This report must have no items marked as requiring urgent attention or investigation;
- 3.10.2 all electrical wiring shall be covered;
- 3.10.3 all surface mounted wiring shall be enclosed in suitable plastic conduit;
- 3.10.4 all RCD consumer unit shall be housed in a cupboard, with a childproof latch on the door to prevent access and ensure that cables under the meter are covered;
- 3.10.5 boiler and cooker. Fused spurs shall be provided;
- 3.10.6 Portable Appliance Testing (PAT) is required annually for all electrical appliance supplied (e.g. electric cookers);
- 3.10.7 an adequate number of sockets shall be required and the following shall be appropriately spaced:
 - (a) living room. 2 double sockets as a minimum;

- (b) double bedrooms. 2 double sockets as a minimum;
- (c) single bedrooms. 1 double socket as a minimum;
- (d) kitchen. 2 double sockets at worktop height as a minimum, 1 socket for a fridge and one socket for a washing machine;
- (e) landing. 1 socket as a minimum;

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

3.11 **Building safety standards**

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

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

1. The following buildings must include Automatic Fire Suppression Systems, including (but not limited to) sprinklers:
 - All purpose-built blocks of flats (including conversions) of any height
 - All supported and specialist accommodation.
2. No combustible materials may be used in the external walls of any homes or buildings, regardless of their height ¹
3. All homes must include access to water supplies for firefighting in accordance with Water UK's national guidance document.

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

<https://www.water.org.uk/guidance/national-guidance-document-on-the-provision-of-water-for-firefighting-3rd-edition-jan-2007/>

4. For all homes, investment partners must register any in-built electrical products, such as white goods, with the manufacturers' registration service. Investment partners must also encourage residents to register white goods with manufacturers for every product where it is possible to do so.
5. For all homes, investment partners must ensure that information about product registration, product recalls and electrical safety is made available to residents.

4 Room Standards

4.1 Kitchens

Kitchens shall meet the following minimum standards:

4.1.1 Cooker

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

4.1.2 Sink

- (a) Splash backs shall be tiled to a minimum of 300mm (two tiles high).
- (b) Sinks and worktops shall be sealed around edges with silicone sealant.
- (c) Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical regulations.
- (d) All waste pipes and traps shall be free of defects with no leaks or drips.
- (e) Any holes around waste pipes and traps shall be sealed so as to prevent the ingress of vermin.
- (f) Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems.

4.1.3 Kitchen Accommodation

- (a) All units shall be less than 10 years old and free from defects.

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

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

Location of stopcock should be identified.

4.2 Bathrooms

4.2.1 The following standards shall be provided:

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

4.2.2 Bath

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

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

4.2.3 Showers

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

4.2.4 Showers fitted above baths

- (a) Tiling shall be of a sufficient height to protect the decoration of the wall (1.8 metres +).
- (b) A shower door or curtain shall be provided and shall be of a sufficient standard to prevent water damage to the floor.
- (c) A wall bracket shall be provided for shower attachments.
- (d) The provision of a bath rather than a shower shall be strongly preferred. Accommodation with showers only shall be considered but only in exceptional circumstances or if the property is a studio/bedsit. The absence of a bath in a prospective RSAP Dwelling must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the suitability of the bathroom arrangements in this respect.

4.2.5 Washbasin

- (a) The splash back shall be tiled to a minimum of 300mm (two tiles high),

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

4.2.6 Toilet

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

4.3 Living Room and Bedrooms

4.3.1 Size/layout

- (a) Living rooms shall be at least 80 square feet in area and large enough to comfortably contain a sofa 2 armchairs and a television.
- (b) Double bedrooms shall be at least 80 square feet in area.
- (c) Single bedrooms shall be at least 50 square feet in area.
- (d) Bedrooms accessed off another bedroom shall not count as a separate room.
- (e) Rooms of less than 50 square feet cannot be used as living rooms or bedrooms.
- (f) All new build accommodation must meet any applicable London Plan standards.
- (g) Existing self-contained accommodation shall (other than where agreed with the GLA in writing) have a minimum space standard of 26 sqm and at least one double bedroom. Existing studios and bedsits shall (other than where agreed with the GLA in writing) have a minimum space standard of 26 Sq M and must be self-contained. Accommodation with unusual room layouts or shapes must be brought to GLA's attention pre Completion and GLA reserves the right to decline to provide grant funding in respect of the proposed acquisition if it has concerns over the

suitability of accommodation design for members of any Target Client Group.

4.3.2 **Carpets**

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

4.3.3 **Curtains**

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

4.4 **Furniture and white goods**

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

5 **Pest Control Standards**

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

Schedule 2

Funding Schedule

1 Payment Arrangements

1.1 At least ten (10) Business Days before any Claim Date, the Recipient shall submit to the Authority via OPS:

1.1.1 a Claim;

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

1.1.3 where a Revenue Project is a PSL Project and the Claim relates to Leasing Costs, such evidence as the GLA may require that the relevant RSAP Dwellings comprised in the Claim has achieved Completion;

1.1.4 any Project Report requested by the GLA; and

1.1.5 such other evidence and information as the Authority may require including, inter alia, in relation to the number of RSAP Dwellings to be funded under this Agreement by the Recipient, whether they have achieved Completion and/or are occupied.

2 The Authority shall, subject always to clause 4.1, pay the Grant Payment to the Recipient within ten (10) Business Days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of a valid Claim and confirmation by the Authority that the accompanying information and evidence submitted pursuant to the above paragraph 1 is in a form satisfactory to the Authority.

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

4 If the whole or any part of the GLA Funding is not claimed by the Recipient in accordance with this Agreement by end of the Funding Period it will (unless the GLA has otherwise agreed in writing) automatically be cancelled and the GLA shall not be required or obliged to pay any further GLA Funding.

5 The parties acknowledge and agree that the total Grant Payments claimed by the Recipient during the Funding Period may not exceed the GLA Funding.

- 6 The Recipient must submit such information as the Authority reasonably requires to monitor the operation and application of this Schedule 2 and to support the claims made by the Recipient under it.

Schedule 3

The Authority's Logo



Schedule 4
Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref
Your ref
Date
Email address

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

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

Dear Sirs,

Legal Opinion re Rough Sleeping Accommodation Programme Revenue Funding Agreement

I refer to the proposed Rough Sleeping Accommodation Programme Revenue Funding Agreement to be entered into between the [] (the **Council**) and the GLA (the **Agreement**) for the purposes of, inter alia, providing relation to the provision of funding for the management of accommodation for rough sleepers and people at imminent risk of rough sleeping 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 agreements 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 by way of electronic signature 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 electronic signatures and titles of those who will or may attest the execution of the Agreement referred to above.²

Name	Title	Specimen Electronic Signature

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

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

Signed for and on behalf of

GREATER LONDON AUTHORITY)

Authorised Signatory:

Name:

Position:

Signed for and on behalf of)

[insert Recipient's full name]))

Authorised Signatory:

Name:

Position: