



dated 20 December 2016

**Greater London Authority**

and

**Royal Borough of Kingston Upon Thames**

**Overarching Borough Agreement (principles document)**

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# Overarching Borough Agreement

dated *20 December* 2016

## Parties

- (1) **Greater London Authority** of City Hall, The Queen's Walk, More, London SE1 2AA (the **GLA**); and
- (2) **Royal Borough of Kingston Upon Thames** of Guildhall, Kingston Upon Thames, Surrey KT1 1EU (the **Borough**)

## Introduction

- (A) The GLA is empowered under the Act to make available the Zone Funding.
- (B) The Borough has submitted proposals to the GLA pursuant to the Housing Zones Programme in respect of the proposed construction and/or delivery of the Zone Outputs within the Zone and the GLA has agreed in principle to make Zone Funding available.
- (C) The GLA has agreed in principle to make Borough Zone Funding available to the Borough subject to the terms of this Agreement to enable the delivery of the Borough Zone Outputs.
- (D) It is a condition precedent to the GLA providing any Borough Zone Funding that the Borough enters into Intervention Agreements which secure and/or contribute to, amongst other things, the delivery of the Borough Zone Outputs
- (E) This Agreement sets out the overarching principles upon which Borough Zone Funding may be made available to the Borough and the Borough's role in securing the delivery of the Third Party Zone Outputs. The Intervention Agreements will set out the detailed terms and conditions upon which specific amounts of Borough Zone Funding will be advanced to the Borough by the GLA.

## Agreed terms

### 1 Definitions

This Agreement shall operate and be construed in accordance with the definitions and interpretation provisions set out in Schedule 1.

### 2 Principles of the provision of Zone Funding

#### 2.1 The GLA (in exercise of its powers under the Act) has agreed in principle during the Availability Period:

2.1.1 to make available the Zone Funding in an aggregate principal amount equal to the Total Zone Allocation; and

2.1.2 to make available to the Borough subject to and in accordance with the terms of this Agreement the Borough Zone Funding in an aggregate principal amount equal to the Borough Zone Allocation;

and the Borough agrees and acknowledges that the Total Zone Allocation and the Borough Zone Allocation are as at the date of this Agreement indicative amounts only and may be adjusted by the GLA.

**2.2** The parties acknowledge and agree that the provision of any Zone Funding by the GLA is subject to:

2.2.1 due diligence (including financial and legal due diligence) having been carried out by the GLA and, the results of which being satisfactory to it;

2.2.2 the availability of GLA resources; and

2.2.3 an Intervention Agreement having been concluded.

### **3 State Aid**

**3.1** The Borough acknowledges that:

3.1.1 Borough Zone Funding will be given under each Intervention Agreement on the basis that such Borough Zone Funding is compliant with State Aid requirements.

3.1.2 The grounds for such compliance will vary depending on the particular circumstances of each Agreed Intervention and that State Aid compliance is likely to be based on one or more of the following grounds:

(a) the Agreed Intervention is compatible aid given in accordance with an EU measure (including a Service of General Economic Interest or in accordance with the General Block Exemption Regulation);

(b) the Agreed Intervention does not constitute State Aid;

(c) the Agreed Intervention is provided for a public function which is not an economic activity; and

(d) such other grounds as may be applicable.

### **4 Zone Outputs**

**4.1** The Borough acknowledges that the GLA has (subject to clause 2) allocated the Total Zone Allocation on the understanding that the Zone Outputs will be delivered in accordance with the Zone Output Schedule.

**4.2** The Borough must:

4.2.1 use all reasonable endeavours to deliver or procure the delivery of the Borough Zone Outputs in accordance with the terms and timescales set out in the Zone Output Schedule;

4.2.2 take reasonable steps to procure the delivery of the Third Party Zone Outputs in accordance with the terms and timescales set out in the Zone Output Schedule.

- 4.3 If and to the extent that any variation is agreed in relation to an Intervention Agreement or a Third Party Intervention Agreement which has the effect or ought to have the effect of varying the Zone Outputs or the Zone Details or the Borough Zone Allocation or the Third Party Zone Allocation, the parties must vary the terms of this Agreement to give effect to the variation of the Intervention Agreement's or the Third Party Intervention Agreement's terms **SAVE THAT** nothing in this clause 4.3 shall require the Borough to accept a variation under a Third Party Intervention Agreement which would materially and adversely affect its position under this Agreement.
- 4.4 Failure by the Borough to deliver or procure the delivery of any Borough Direct Zone Output (in whole or in part) in accordance with the timescales set out in the Zone Output Schedule will entitle the GLA to do any one or more of the following:
- 4.4.1 terminate this Agreement in its entirety where the failure has a Material Adverse Effect;
  - 4.4.2 terminate the Intervention Agreement the performance or non-performance of which contributed to the failure to deliver the Borough Direct Zone Output in accordance with the terms of this Agreement (the **Direct Contributory Agreement**);
  - 4.4.3 cancel any undrawn Final Intervention Sum;
  - 4.4.4 recover any sums paid to the Borough pursuant to the Direct Contributory Agreement; and
  - 4.4.5 require the Borough to prepare a plan (in form and substance satisfactory to the GLA) to remedy and/or mitigate the effects of the failure to deliver the Borough Direct Zone Output and to submit the plan to GLA for its approval within ten (10) Business Days of GLA's request;
- 4.5 Termination of any Intervention Agreement by GLA will entitle GLA to exercise the rights set out in clause 4.4 (except clause 4.4.2).
- 4.6 Failure by the Borough to deliver or procure the delivery of any Borough Indirect Zone Output (in whole or in part) in accordance with the timescales set out in the Zone Output Schedule will entitle the GLA to do any one or more of the following:
- 4.6.1 terminate the Intervention Agreement the performance or non-performance of which contributed to the failure to deliver the Borough Indirect Zone Output;
  - 4.6.2 cancel any undrawn Final Intervention Sum;
  - 4.6.3 adjust the Final Intervention Sum by such amount as the GLA acting reasonably considers appropriate to reflect the Borough's failure to deliver or procure the delivery of the Borough Indirect Zone Output in accordance with the requirements of the applicable Zone Documents.
- 4.7 If a Zone Milestone Failure occurs or is in the opinion of GLA likely to occur (having regard to the information supplied pursuant to clauses 6 or 7) and such Zone Milestone Failure is not the result of an Extension Event GLA shall be entitled (but not obliged) and in its absolute discretion to:

- (a) exercise the rights described under clause 8; or
- (b) agree a revised Zone Milestone and/or Zone Milestone Date with the Borough in which case any relevant condition of this Agreement shall apply mutatis mutandis to the revised Zone Milestone and/or Zone Milestone Date.

4.8 Where any Zone Milestone Failure occurs or is in the opinion of GLA likely to occur (having regard to the information supplied pursuant to clauses 6 or 7) and GLA determines that such failure is the result of an Extension Event GLA shall extend the relevant Zone Milestone Date by such reasonable period as it considers appropriate to take account of the delay caused or likely to be caused by the Extension Event.

## 5 Borough's Obligations

5.1 The Borough must:

5.1.1 not, without the prior written consent of GLA, dispose of the whole or any part of any Borough Site comprised within the Zone save as expressly contemplated within any Intervention Agreement.

5.1.2 comply with the following provisions in relation to the London Living Wage and:

- (a) use all reasonable endeavours to ensure that none of its employees engaged in the delivery of the Zone Outputs or any Agreed Intervention is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (b) use all reasonable endeavours to ensure that none of its employees engaged in the provision of the Works is paid less than the amount to which they are entitled in their respective contracts of employment;
- (c) provide to GLA such information concerning the London Living Wage as GLA or its nominees may reasonably require from time to time; and
- (d) use all reasonable endeavours to co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

5.1.3 subscribe to the Mayoral Concordat which stipulates that new homes for sale will be available for sale to Londoners before or at the same time as they are available to buyers from other countries.

5.1.4 ensure that:

- (a) a Planning Performance Agreement is in place in relation to each of the Sites and, as and when requested by GLA, that GLA is a party to such agreement in relation to any Site which is referable to it; or
- (b) an alternative arrangement (acceptable to GLA acting reasonably) is in place to ensure efficient and prompt decision-making in relation to planning matters; and

- (c) no change is made to the arrangements contemplated in this clause without the GLA's prior written consent;
- 5.1.5 ensure the availability, application and performance of the Borough's Zone Contribution in the form, manner, quantum and timescale required pursuant to this Agreement and under each Intervention Agreement;
- 5.1.6 notify the GLA of the occurrence of any Notifiable Event;
- 5.1.7 allow the GLA (or procure permission for the GLA) to visit the Sites at reasonable times and on reasonable notice for the purposes of monitoring compliance with the Key Performance Indicators and the Borough's progress in delivering the Agreed Interventions and Borough Zone Outputs and, to the extent practicable, Third Party Interventions and the Third Party Zone Outputs;
- 5.1.8 comply with the provisions of the Governance Strategy and Structure (including reserving a right for the GLA to be invited to, attend, and speak at meetings of the Housing and Regeneration Officers' Board) and not make any changes to the same without the prior written consent of the GLA; and
- 5.1.9 where the Borough has submitted a Remediation Plan and that plan has been approved by the GLA, implement the Remediation Plan in accordance with its terms.

## **6 Notifications, reporting and audit**

### **6.1 The Borough shall notify GLA:**

- 6.1.1 immediately upon any change (whether actual or proposed) required to the Zone Outputs other than any change permitted under this Agreement;
- 6.1.2 immediately upon becoming aware of any event which:
  - (a) has or might have a Material Adverse Effect on the Borough; or
  - (b) prejudices or might prejudice the Borough's ability to deliver the Borough's Zone Outputs in accordance with the Zone Output Schedule; or
  - (c) constitutes or might constitute a Zone Milestone Failure; or
  - (d) prejudices or might prejudice the delivery of the Third Party Zone Outputs or any Third Party Intervention; or
  - (e) prejudices or might prejudice the Borough's ability to provide the Borough's Zone Contribution; or
  - (f) prejudices or might prejudice the Borough's ability to deliver any Agreed Intervention; or
  - (g) has resulted in or might give rise to the making of a Report or Direction;

- 6.1.3 as soon as reasonably practicable on becoming aware of any claim brought against the Borough arising out of or relating to the activities of the Borough and/or the Zone Funding or pursuant to the any Associated Project Documents;
- 6.1.4 immediately upon there being a proposed change to:
- (a) any Associated Project Documents which is material;
  - (b) the use of any asset funded by means of Borough Zone Funding made available under this Agreement (including the purposes for which it is to be used and/or any time periods for which the asset is to be used);
  - (c) the ownership of any asset funded by means of Borough Zone Funding made available under this Agreement;
- 6.1.5 immediately upon the occurrence of an Event of Default.
- 6.2 The GLA and the Borough shall attend a Review Meeting within ten (10) Business Days of each Quarter Date (or within such longer period as the GLA may at its absolute discretion agree) to discuss (but without limitation) progress in achieving the Borough Zone Outputs and the Third Party Zone Outputs and such other matters in relation to the performance of this Agreement as are notified by either party to the other in writing at least five (5) Business Days prior to the date of the Review Meeting.
- 6.3 The GLA or the Borough may also call a Review Meeting at any time outside of the quarterly cycle provided that the party requesting the meeting gives reasonable prior written notice to the other of such meeting.
- 6.4 Nothing in this clause 6 shall prevent GLA from requesting (whether on behalf of itself or any Government office) at any other time information from the Borough in respect of the delivery of the Zone Outputs or such other matters relating to the performance of this Agreement and the Borough shall promptly respond to any such request.
- 6.5 The Borough shall, as and when requested by GLA, make available on an Open Book basis and in a timely manner to GLA where required in connection with this Agreement or the Zone Documents a copy of each of: all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Borough (including by its officers, employees, agents or consultants) for the purposes of the Zone Documents.
- 7 Change in financial circumstances**
- 7.1 The Borough shall notify GLA immediately where there is or has been any withdrawal or reduction of any funding or income available to the Borough or any reduction or withdrawal in relation to the Borough's Zone Contribution.
- 8 Events of Default**
- 8.1 An Event of Default occurs where:
- 8.1.1 a Zone Milestone Failure occurs or is in the opinion of GLA likely to occur (having regard to the information supplied pursuant to clauses 6 or 7) and such Zone Milestone Failure is not the direct result of an Extension Event;



- 8.1.2 the Borough fails to perform and/or observe any obligation or restriction on it under any Intervention Agreement or Associated Project Document (to which it is a party) such that delivery of the Agreed Intervention or Borough Zone Outputs in the opinion of GLA is unlikely to be achieved and/or an Intervention Agreement is terminated;
  - 8.1.3 the Borough fails to comply with clauses 5.1.5, 5.1.6, 5.1.8, 5.1.9 and/or 6.1;
  - 8.1.4 the GLA believes that any information or change notified to it pursuant to clauses 6 and/or 7 or which it otherwise becomes aware of has or might have a Material Adverse Effect;
  - 8.1.5 the Borough or where applicable any Contractor, subcontractor, employee, officer or agent commits any Prohibited Act (in respect of which the Waiver Condition has not been satisfied) or a Report or Direction is made;
  - 8.1.6 a Change of Use or Disposal other than a Permitted Disposal has occurred without the prior consent of GLA; or
  - 8.1.7 there has been an act/omission on the part of the Borough or of any of its Contractors that in the GLA's opinion harms or has the potential to harm the reputation of the GLA Group, the Mayor or the Housing Zones Programme or to bring them into disrepute.
- 8.2 Where an Event of Default has occurred GLA may by notice to the Borough:
- 8.2.1 require the Borough to prepare a plan to remedy and/or mitigate the effects of the Event of Default and submit the plan to GLA within ten (10) Business Days of such request for approval; and/or
  - 8.2.2 reduce the then applicable Borough Zone Allocation and/or terminate this Agreement.
- 8.3 In relation to the exercise by GLA of its rights under clause 8.2:
- 8.3.1 the exercise by GLA of its rights under clause 8.2 will be without prejudice to any other right of action or remedy of GLA (including any claim for damage) in respect of the Event of Default; and
  - 8.3.2 if GLA exercises its rights under clause 8.2.1, the Borough will, after notice from GLA, remedy the Event of Default to GLA's satisfaction within such period as prescribed in the relevant Remediation Plan and subject to such conditions as GLA may determine.
- 9 Public relations and publicity**
- 9.1 The Borough will ensure that the GLA's requirements from time to time in relation to public relations and publicity for capital projects (including site signage) as notified to the Borough from time to time are observed and implemented in respect of the Zone Documents, the Housing Zones and/or the Zone Outputs.
  - 9.2 The Borough will not and will procure that all Contractors, officers, employees or agents will not communicate with any representative of any press, television, radio or other

communications media on any matter concerning the Zone Documents, the Housing Zones and/or the Zone Outputs without GLA's prior written consent.

- 9.3 GLA will have the right to approve any announcement in relation to the Zone Documents, the Housing Zones and/or the Borough Zone Outputs before it is made.
- 9.4 The Borough grants GLA a non-exclusive, royalty free licence (to the extent that it can grant such a licence) to use any photographs, records, images, articles or illustrations relation to the Housing Zones undertaken by or for the Borough for use in any publicity or advertising, whether published alone or in conjunction with any other person.
- 9.5 The Borough must not use (nor permit any third party to use) the GLA's logo for any purpose without the express prior written consent of the GLA and if and to the extent that such consent is given the Borough acknowledges that GLA's logo is exclusively owned by and will remain the exclusive property of GLA.

## **10 Reputation of the parties**

- 10.1 The Borough will not, and will use all reasonable endeavours to procure that all Contractors officers, employees or agents will not knowingly do or omit to do anything in relation to the Zone Documents, the Housing Zones and/or the Borough Zone Outputs or in the course of their other activities that may bring the standing of the Mayor, the GLA or the GLA Group into disrepute or attract adverse publicity for GLA.
- 10.2 No party will publish any statement, orally or in writing, relating to the other party which might damage that other party's reputation or that of any of its officers or employees.

## **11 Confidentiality and freedom of information**

### **11.1 Confidentiality**

- 11.1.1 Subject to clauses 11.1.2 to 11.1.5 below, neither party shall disclose to any third party any Confidential Information without the prior written consent of the other party.
- 11.1.2 Clause 11.1.1 shall not apply to any Confidential Information which:
- (a) is or becomes public knowledge (otherwise than by breach of this Agreement);
  - (b) is lawfully in the possession of the disclosing party, without restriction as to its disclosure, before they receive it from the other party;
  - (c) is received by the disclosing party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - (d) either party discloses in response to a Request for Information.
- 11.1.3 Clause 11.1.1 shall not prevent either party from disclosing, without the other party's consent, any Confidential Information to the extent that it is required to be disclosed:

- (a) by law, including the FOIA Legislation, or by a court, arbitral or administrative tribunal or regulatory body in the course of proceedings before it or a regulatory body acting in the course of its duties;
- (b) to enable the disclosing party to perform its obligations under any Zone Document; or
- (c) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.

11.1.4 Nothing in this clause 11 shall prevent GLA:

- (a) disclosing any Confidential Information for the purpose of the examination and certification of GLA's accounts or any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which GLA has used its resources; or
- (b) disclosing any Confidential Information obtained from the Borough to any other department, office or agency of the Crown or to any person engaged in providing any services to GLA for any purpose relating to or ancillary to a Zone Document or any person conducting an Office of Government Commerce gateway review;

provided that in disclosing information under clause 11.1.4(b) GLA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

11.1.5 Nothing in this clause 11.1 shall prevent GLA from publishing information relating to Total Zone Allocation, the Borough Zone Allocation, the Third Party Zone Allocation, Intervention Sums, locational characteristics of a Housing Zone and/or Zone Outputs.

## 11.2 Freedom of information

11.2.1 The parties to this Agreement are FOIA Authorities and:

- (a) are subject to legal duties which may require the release of information; and
- (b) FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.

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

- (a) any Information is Exempted Information or remains Exempted Information; and/or
- (b) any Information is to be disclosed in response to a Request for Information;

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

- 11.2.3 Subject to clause 11.2.4 below, each party acknowledges that the Relevant FOIA Authority may disclose Information:
- (a) without consulting the other; or
  - (b) following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
- 11.2.4 Without in any way limiting clauses 11.2.2 and 11.2.3, in the event that the Relevant FOIA Authority receives a RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other party.
- 11.2.5 Each party will assist and co-operate as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and will procure that its agents and sub-contractors will), at their own cost:
- (a) transfer any RFI received to the Relevant FOIA Authority as soon as practicable after receipt and in any event within two (2) Business Days of receiving a RFI;
  - (b) provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the Relevant FOIA Authority;
  - (c) provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires within five (5) Business Days (or such other period as the Relevant FOIA Authority may specify) of the Relevant FOIA Authority requesting that Information; and
  - (d) permit the Relevant FOIA Authority to inspect any records as requested from time to time.
- 11.2.6 Nothing in this Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Exempted Information.
- 11.2.7 The Borough acknowledges and agrees that GLA may in its absolute discretion redact all or part of the Information prior to its publication. In so doing and in its absolute discretion GLA may take account of any EIR Exemptions and FOIA Exemptions. GLA may in its absolute discretion consult with the Borough regarding any redactions to the Information to be published pursuant to this clause 11. GLA will make the final decision regarding publication and/or redaction of the Information.

- 11.3 The obligations in this clause 11 will survive the expiry or termination of the Zone Documents for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of a Zone Document or of any other duty of confidentiality relating to that information.

## **12 Data protection**

- 12.1 The Borough warrants and represents that it has obtained all necessary registrations, notifications and consents required by the DPA to process Personal Data (as defined in the DPA) for the purposes of performing its obligations under the Zone Documents.
- 12.2 The Borough undertakes that to the extent that the Borough and/or any of its employees receives, has access to and/or is required to process Personal Data on behalf of GLA (GLA's Personal Data) for the purpose of performing its obligations under the Zone Documents it will at all times comply with the provisions of the DPA for the time being in force, including without limitation the Data Protection Principles set out in Schedule 1 of the DPA.
- 12.3 The Borough agrees to comply at all times with the DPA and to use all reasonable efforts to assist GLA to comply with such obligations as are imposed on GLA by the DPA and not to perform its obligations under the Zone Documents in such a way as to cause GLA to breach any of its applicable obligations under the DPA.
- 12.4 The Borough will indemnify GLA against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by GLA as a result of the Borough's destruction of and/or damage to any of GLA's Personal Data processed by the Borough, its employees, agents, or any breach of or other failure to comply with the obligations in the DPA and/or this clause 12 by the Borough, its employees, agents or Contractors.
- 12.5 The Borough undertakes to include obligations no less onerous than those set out in this clause 12, in all contractual arrangements with Associated Persons and/or with agents engaged by the Borough in performing its obligations under the Zone Documents.

## **13 Senior Officers**

### **13.1 Authority of the Borough Senior Officer**

The Borough represents to GLA that the Borough Senior Officer has full authority to act on its behalf for all purposes under the Zone Documents. GLA and the GLA Senior Officer are entitled to treat any act of the Borough Senior Officer in connection with the Zone Documents as being expressly authorised by the Borough (save where the Borough has notified GLA that such authority has been revoked) and GLA will not be required to determine whether any express authority has in fact been given. The Borough Senior Officer may authorise any of its subordinates to exercise its powers under the Zone Documents by notice to GLA.

### **13.2 Authority of GLA Senior Officer**

GLA represents to the Borough that the GLA Senior Officer has full authority to act on its behalf for all purposes under the Zone Documents. The Borough is entitled to treat any act of the GLA Senior Officer in connection with the Zone Documents as being expressly



authorised by GLA (save where GLA has notified the Borough that such authority has been revoked) and the Borough will not be required to determine whether any express authority has in fact been given. The GLA Senior Officer may authorise any of its subordinates to exercise any of its powers under any Zone Document

**14 No agency, partnership or employment**

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

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

14.3 The Borough will not say or do anything which may pledge the credit of or otherwise bind GLA or that may lead any other person to believe that the Borough is acting as GLA.

**15 Assignment and sub-contracting**

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

15.2 The Borough will not be entitled to transfer or assign all or part of this Agreement.

**16 No fettering of discretion/statutory powers**

16.1 Nothing contained in or carried out pursuant to any Zone Document and no consents given by GLA or the Borough will unlawfully prejudice GLA's or the Borough's (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

**17 Dispute Resolution**

17.1 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 17.

17.1.1 In the event that the Borough or the GLA consider that a Dispute exists, such party will serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute.

17.1.2 Senior representatives of the parties (the **Senior Representatives**) will meet within ten (10) 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 and use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this clause 17. Any unanimous resolution of the Senior Representatives shall be recorded in writing and signed by them and shall be final and binding unless the parties agree otherwise.

17.1.3 If the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Representatives, such Dispute will be finally resolved by the courts of England and Wales.

**18 Notices**

18.1 Any notice to be given hereunder shall be in writing addressed to GLA Senior Officer or to Borough's Senior Officer (as applicable) and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by a recorded delivery service addressed in the case of any party to the other party's registered office as set out at the beginning of this Agreement or to such other addresses a party may from time to time notify to the other in writing provided that such other address is within England and Wales.

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

18.2.1 if delivered by hand, when delivered to the recipient; or

18.2.2 if delivered by a recorded delivery service, three (3) Business Days after delivery including the date of postage

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

**19 Rights of third parties**

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

**20 Entire agreement**

20.1 This Agreement and the conditions herein contained together with the schedules constitute the entire agreement between the parties in relation to its subject matter and may only be varied or modified by written agreement of the Borough and GLA.

20.2 For the purposes of clause 20.1, the Zone Output Schedule and/or the Zone Funding Allocations may be amended by means of appending the agreed revised Zone Output Schedule or Zone Funding Allocation to a memorandum (**Memorandum**) signed by both parties and dated. The parties agree that from the date of the Memorandum, the document appended to it shall be deemed to be the Zone Output Schedule or Zone Funding Allocations (as applicable) for the purposes of this Agreement.

20.3 A variation pursuant to clauses 20.1 and 20.2 must be endorsed through a notation on each party's respective parts of this Agreement.

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

**21 Severance**

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

**22 Waiver**

- 22.1 The failure of any party at any one time to enforce any provision of this Agreement in no way affects its right thereafter to require complete performance by the other party, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself. The rights and remedies contained in this Agreement are cumulative and not exclusive of each other nor of rights or remedies provided by law.

**23 Disclaimer**

- 23.1 GLA will not be liable to the other party for any advice given by a representative of GLA. In addition, GLA gives no assurance as to the suitability or viability of any Housing Zone and no endorsement of the same.

**24 Governing law**

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

**25 Execution**

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



## Schedule 1 – Definitions and Interpretation

1 In this Agreement (including in the Introduction and schedules) the following words and expressions have the following meanings:

**Act** means the Greater London Authority Act 1999;

**Agreed Intervention** means the outputs to be delivered by the Borough pursuant to an Intervention Agreement;

**Agreed Intervention Expenditure** means the costs set out in the Agreed Intervention Expenditure Plan and summarised in the Zone Budget which the GLA is satisfied either have been or will be reasonably and properly incurred by the Borough in delivering the Agreed Interventions and Borough Zone Outputs but for the avoidance which does not include:

- (a) staff costs and other internal costs of the Applicant;
- (b) statutory fees;
- (c) finance charges;
- (d) marketing costs;
- (e) VAT;
- (f) any costs of activities of a political or exclusively religious nature;
- (g) any costs of goods or services that the Borough has a statutory duty to provide;
- (h) payments reimbursed or to be reimbursed by other Public Sector Financial Assistance or private sector grants;
- (i) contributions in kind;
- (j) depreciation, amortisation or impairment of fixed assets owned by the Borough;
- (k) interest payments (including service charge payments for finance leases);
- (l) gifts, other than promotional items with a value of no more than £10 a year to any one person;
- (m) any costs of entertaining which would be a taxable benefit to the person being entertained according to current UK tax regulations;
- (n) statutory fines, criminal fines or penalties;
- (o) liabilities incurred before the date of this Agreement unless agreed in writing by the GLA;

- (p) the costs of making good any damage to the Works caused by an insurable risk or the costs of making good any defects on the Works; or

and where any costs relate to both construction works and professional fees (including design) then the proportion attributable to professional fees shall be included in the Agreed Intervention Expenditure (the amount of such proportion to be determined by the GLA).

**Agreed Intervention Expenditure Plan** means the plan (if any) forming part of an Intervention Agreement describing the expenditure to which the Final Intervention Sum is to be applied and the manner of its application;

**Associated Person** means in relation to a company, a person who performs or has performed services for or on that company's behalf;

**Associated Project Documents** means each Contract and all relevant construction documents entered into or to be entered into by the Borough in relation to the Zone including but not limited to planning agreements, appointments of Professionals and collateral warranties;

**Availability Period** means the period from the date of this Agreement until 31 March 2026;

**Bid** means the submission by the Borough of its proposal for the development of the Zone and the delivery of the proposed Agreed Interventions and Zone Outputs and any supporting information relating to the same;

**Borough Autonomous Zone Output(s)** means the outputs designated as "Borough Autonomous Zone Outputs" in Part 1(iii) of Annexure 2;

**Borough Direct Zone Output(s)** means the outputs designated as "Borough Direct Zone Outputs" in Part 1(i) of Annexure 2;

**Borough Indirect Zone Output(s)** means the outputs designated as "Borough Indirect Zone Outputs" in Part 1(ii) of Annexure 2;

**Borough Site** means the land upon which the Agreed Interventions and Borough Zone Outputs are to be constructed;

**Borough Zone Allocation** means the indicative sum identified in Part 2 of Schedule 3 as amended from time to time in accordance with principles described in clauses 2 and/or 4.3;

**Borough Zone Funding** means funding made or to be made available by the GLA to the Borough for the purposes of reimbursing Agreed Intervention Expenditure incurred by the Borough in delivering or procuring the delivery of the Borough Zone Outputs;

**Borough Zone Outputs** means the Borough Direct Zone Outputs, the Borough Indirect Zone Outputs and the Borough Autonomous Zone Outputs (as the same may be amended from time to time in accordance with the terms of this Agreement);

**Borough's Senior Officer** means Viv Evans, Head of Planning and Regeneration for the Royal Borough of Kingston upon Thames, or such other Officer of the Borough who assumes the relevant responsibilities of that Officer;

**Borough's Zone Contribution** has the meaning attributed to it in Schedule 2 and which may only be varied with the prior written consent of GLA from time to time;

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

**Change of Use** means in relation to any asset funded pursuant to the Zone Documents a change in its use from that agreed in the applicable Zone Document or a reduction in the time for which it is to be used for any designated purpose as specified in the applicable Zone Document;

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

**Consents** means and includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by, of or from any governmental or other authority, the local planning authority, landlord, funder, adjoining land owner or any other person required to undertake the Works or deliver the Agreed Interventions or Borough Zone Outputs;

**Contractor** means each contractor or other party (however described) engaged by the Borough (or on behalf of the Borough) or collaborating with the Borough in or for the delivery of Works, Agreed Interventions or other Borough Zone Outputs;

**Contracts** mean the contracts to be entered into by the Borough with Contractors for or in relation to the Works, Agreed Interventions or other Borough Zone Outputs;

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

**Disposal** means a disposal of the whole or any part of a Borough Site or asset funded by Borough Zone Funding pursuant to this Agreement or pursuant to an Intervention Agreement;

**DPA** means the Data Protection Act 1998 as amended or updated from time to time;

**EIR** means the Environmental Information Regulations 2004, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

**EIR Exemption** means any applicable exemption to EIR;

**Event of Default** means any of the events set out at clause 8.1;

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

**Extension Events** means any of the following:

- (a) exceptionally adverse weather conditions **provided that** any extension permitted on this ground will be restricted to the number of days for which the adverse weather continued;
- (b) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of the Works by restricting the availability or use of labour which is essential to the proper carrying out of the Works or preventing the Borough from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the Works;
- (c) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (d) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (e) failure by any statutory undertaker, utility company or other like body to carry out works or provide services which the Borough has taken all steps open to it to procure and expedite;
- (f) any failure or major shortage of power, fuel or transport;
- (g) any blockade or embargo;
- (h) any (i) official or unofficial strike; (ii) lockout; (iii) go-slow; or (iv) other dispute;

generally affecting the house building industry or a significant sector of it to a material extent;

unless any of the events arises (directly or indirectly) as a result of any wilful default or wilful act or negligent act of the Borough or any Contractor;

**Final Intervention Sum** means the sum set out in an Intervention Agreement representing the amount of Borough Zone Funding provided by the GLA in respect of the Agreed Intervention;

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

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

**FOIA Exemption** means any applicable exemption to the FOIA;

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

**GLA Senior Officer** means the person notified as such by the GLA to the Borough;

**Good Industry Practice** means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced contractor (engaged in the same type of undertaking as that of the Borough or any Contractors) under the same or similar circumstances;

**Governance Strategy and Structure** means the governance and structure strategy set out in Schedule 4;

**Housing Zone** means an area of land within Greater London designated as such by the Mayor of London;

**Housing Zones Programme** means the programme to be administered by the Greater London Authority which provides grants loans or equity investments to certain parties to contribute to the regeneration or development of Housing Zones within Greater London;

**Indicative Intervention Sum** means each sum referenced in Part 1A of Annexure 2 as the amount of Zone Funding requested by the Borough in relation to a Proposed Intervention;

**Information** means:

- (a) in relation to the FOIA has the meaning given under section 84 of the FOIA and which is held by GLA at the time of receipt of an RFI; and
- (b) in relation to the EIR has the meaning given under the definition of "environmental information" in section 2 of the EIR and which is held by GLA at the time of receipt of an RFI;

**Information Commissioner** has the meaning set out in section 6 of the DPA;

**Intervention Agreement** means an agreement entered into between the GLA and the Borough pursuant to which the Borough agrees to deliver or procure the delivery of capital works or other outputs (as specified within the relevant agreement) which contribute to the delivery of the Borough Zone Outputs;

**Intervention Sums** means any or all of Indicative Intervention Sums, Final Intervention Sums or Third Party Intervention Sums;

**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 of the European Communities Act 1972;

in each case in the United Kingdom;

**London Living Wage** means the basic hourly wage of £9.40 (nine pounds and forty pence) (before Tax, other deductions and any increase for overtime) as may be updated from time to time by GLA and notified to the Borough;

**Material Adverse Effect** means any present or future event or circumstances which could, in the opinion of GLA:

- (a) materially impair the ability of the Borough to perform and comply with its obligations under any Zone Document or Associated Project Document;
- (b) adversely affect the business, assets or financial condition of the Borough; or
- (c) materially impair the validity or enforceability of, or the effectiveness or ranking of any Zone Document or any other security granted or purporting to be granted pursuant to any Zone Document or the rights or remedies of GLA under any Zone Document;

**Mayor** means the Mayor of London as defined under section 424 of the Act;

**Mayoral Concordat** means the "*Mayoral Concordat for New Homes for Londoners*" published in March 2014 on the website of GLA as such document may be updated, amended or replaced from time to time;

**Notifiable Event** means an event of the type described in clause 6.1;

**Open Book** means the transparent and full disclosure of information to be undertaken in utmost good faith and to include the declaration of all information which the Borough is required to maintain keep or disclose under this Agreement and any other financial components such as price, profit margins, central office overheads, site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and service, apportionments of these items with all and any books of accounts, correspondence, agreements, orders, invoices, receipts and other documents available for inspection;

**Permitted Disposal** means:

- (a) any Disposal expressly contemplated within an Intervention Agreement; and/or
- (b) the Disposal of part or parts of a Borough Site upon which an electricity sub-station, gas generation or pumping station or other statutory services or infrastructure have been or are to be constructed or installed and the immediate curtilage of the same together with ancillary easements; and/or

- (c) Disposals made pursuant to a planning obligation pursuant to section 106 of the Town & Country Planning Act 1990 or the Local Government (Miscellaneous Provisions) Act 1982 or section 33 and/or the Local Government Act 1972 section 111 and the Highways Act 1980 section (s) 38 and/or 278; and/or
- (d) and any other Disposal which GLA agrees from time to time will become a Permitted Disposal;

**Plan** means the plans annexed to this Agreement as Annexure 1;

**Planning Performance Agreement** means an agreement entered into between a local planning authority, developer and associated stakeholders in relation to the project management of a planning application;

**Pre Contract Monitoring Proforma** means the spreadsheet set out in Part 2 of Annexure 2;

**Professional** means any architect, surveyor and any other consultant or advisor with a design or supervisory responsibility for the Works appointed or engaged by the Borough or a Contractor in connection with the Works;

**Prohibited Act** means:

- (a) offering, giving or agreeing to give to any servant of GLA any gift or consideration of any kind as an inducement or reward:
  - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of a Zone Document; or
  - ii for showing or not showing favour or disfavour to any person in relation to a Zone Document;
- (b) entering into a Zone Document in connection with which commission has been paid or has been agreed to be paid by the Borough or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed to GLA;
- (c) committing any offence:
  - i under legislation creating offences in respect of fraudulent acts;
  - ii at common law in respect of fraudulent acts in relation to this Agreement; or
  - iii under the Bribery Act 2010; or
- (d) defrauding or attempting to defraud or conspiring to defraud GLA;

**Proposed Intervention** means the proposed capital works or other outputs (as referenced in Part 1A of Annexure 2) which contribute to the delivery of the Borough Zone Outputs and/or the Third Party Zone Outputs;

**Public Sector Financial Assistance** means any funding (excluding the Borough's Zone Contribution) received or receivable by the Borough or a Contractor to finance any part of the Agreed Interventions or Borough Zone Outputs from public sector bodies including but not limited to funding by the GLA other than the Borough Zone Funding, 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 Act 1993 and 1998;

**Quarter Date** means 31 March, 30 June, 30 September and 31 December;

**Remediation Plan** means a plan submitted by the Borough pursuant to clause 4.4.5 or clause 8.2.1;

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

**Request for Information/RFI** shall have the meaning set out in the FOIA or any request for information under EIR which may relate to the Zone, any Zone Document or any activities or business of GLA or the Borough;

**Required Standards** means the requirements of the Zone Documents, Good Industry Practice, all Consents and Legislation;

**Review Meeting** means a meeting of the type described in clause 6.2 or clause 6.3;

**Sites** means the Borough Sites and the Third Party Sites;

**Tax** means any tax, levy, impost, duty or other charge or withholdings and any charges of a similar nature, together with interest thereon and penalties with respect thereto, if any, and any payments made on or in respect thereof and Taxation or taxation and Taxes or taxes shall be construed accordingly;

**Third Party Intervention** means the outputs to be delivered by a third party pursuant to a Third Party Intervention Agreement;

**Third Party Intervention Agreement** means an agreement entered into between the GLA (or any subsidiary of the GLA) and a third party (other than the Borough) pursuant to which such third party agrees to deliver or procure the delivery of capital works or other outputs (as specified in the relevant agreement) which contribute to the delivery of the Third Party Zone Outputs;

**Third Party Intervention Sum** means the amount of Zone Funding (whether proposed to or agreed by the GLA) in relation to the delivery of a Third Party Intervention;

**Third Party Sites** means the land (if any) upon which Third Party Zone Outputs are to be constructed;

**Third Party Zone Output(s)** means the outputs designated as "Third Party Zone Outputs" in Part 1(iv) of Annexure 2;



**Third Party Zone Allocation** means the indicative sum identified in Part 3 of Schedule 3;

**Total Zone Allocation** means the indicative sum identified in Part 1 of Schedule 3 being the aggregate of the Borough Zone Allocation and the Third Party Zone Allocation as the same may be amended from time to time in accordance with the principles described in clauses 2 and/or 4.3;

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

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

- (a) an employee acting independently of the Borough and such employee's employment is terminated within twenty (20) Business Days of GLA serving notice on the Borough of such Prohibited Act; or
- (b) the Borough, the Contractor or a subcontractor (or any employee of a subcontractor not acting independently of the subcontractor) and the relevant subcontract is terminated within twenty (20) Business Days of GLA serving notice on the Borough of such Prohibited Act; or
- (c) an employee of a subcontractor acting independently of such subcontractor and such employee's employment is terminated within twenty (20) Business Days of GLA serving notice on the Borough of such Prohibited Act; or
- (d) any person not specified in paragraphs (a), (b) or (c) and the Borough (or the Borough, the Contractor or any subcontractor) has severed links with such person (whether his employment, appointment or any other link) within twenty (20) Business Days of GLA serving notice on the Borough of such Prohibited Act

where acting independently means not acting with the authority or knowledge of any one or more of the directors of the Borough or relevant subcontractor;

**Works** means all the works (including design, infrastructure works and all other works necessary) to deliver the Agreed Interventions and/or Borough Zone Outputs to the Required Standards.

**Zone** means the area which includes, amongst other things, the Sites, shown edged red on the Plan;

**Zone Budget** means the budget for the Zone including cashflows (as the same may be agreed by the GLA from time to time) showing (amongst other things) proposed drawdowns of Zone Funding during each financial year of the Availability Period as more particularly set out in Annexure 2;

**Zone Details** means information provided by the Borough and comprised within the Zone Output Schedule, which shall include:

- (a) the descriptive and other details in respect of the Zone as set out in Annexure 2;
- (b) proposed Borough Zone Outputs and the projected dates for their achievement;
- (c) the proposed Third Party Zone Outputs and the projected dates for their achievement together with the identity of the third party responsible for their delivery or performance;
- (d) Zone Milestones and associated Zone Milestone Dates;
- (e) the Proposed Interventions, the Indicative Intervention Sums and Agreed Intervention Expenditure;
- (f) the proposed Third Party Interventions, the proposed Third Party Intervention Sums together with the heads of expenditure to which such sums relate; and
- (g) the Zone Budget;

all in accordance with the Bid and each as varied from time to time in accordance with the terms of this Agreement;

**Zone Document** means:

- (a) this Agreement;
- (b) the Intervention Agreements;
- (c) any other document designated as such by the Borough and GLA; and
- (d) any document entered into, pursuant to, or which amends or varies any document referred to in paragraphs (a) to (c) (inclusive) above;

**Zone Funding** means funding allocated by the GLA to the Borough (on behalf of itself and others) to facilitate the delivery of the Zone Outputs;

**Zone Funding Allocations** means the zone funding allocations set out in Part 1, Part 2 and Part 3 of Schedule 3;

**Zone Milestones** means those stages in the delivery of the Zone Outputs agreed by the parties as critical to the successful delivery of the Zone and described in Part 1A of Annexure 2;

**Zone Milestone Date** means each date referenced in Part 1A of Annexure 2 by which the relevant Zone Milestone must have been achieved (as the same may be revised by GLA in accordance with clauses 4.7(b) or 4.8) otherwise an Event of Default will occur;

**Zone Milestone Failure** means a failure by the Borough or any Contractor (as relevant) to achieve any Zone Milestone by the relevant Zone Milestone Date;

**Zone Output Schedule** means the schedule annexed to this Agreement at Annexure 2;

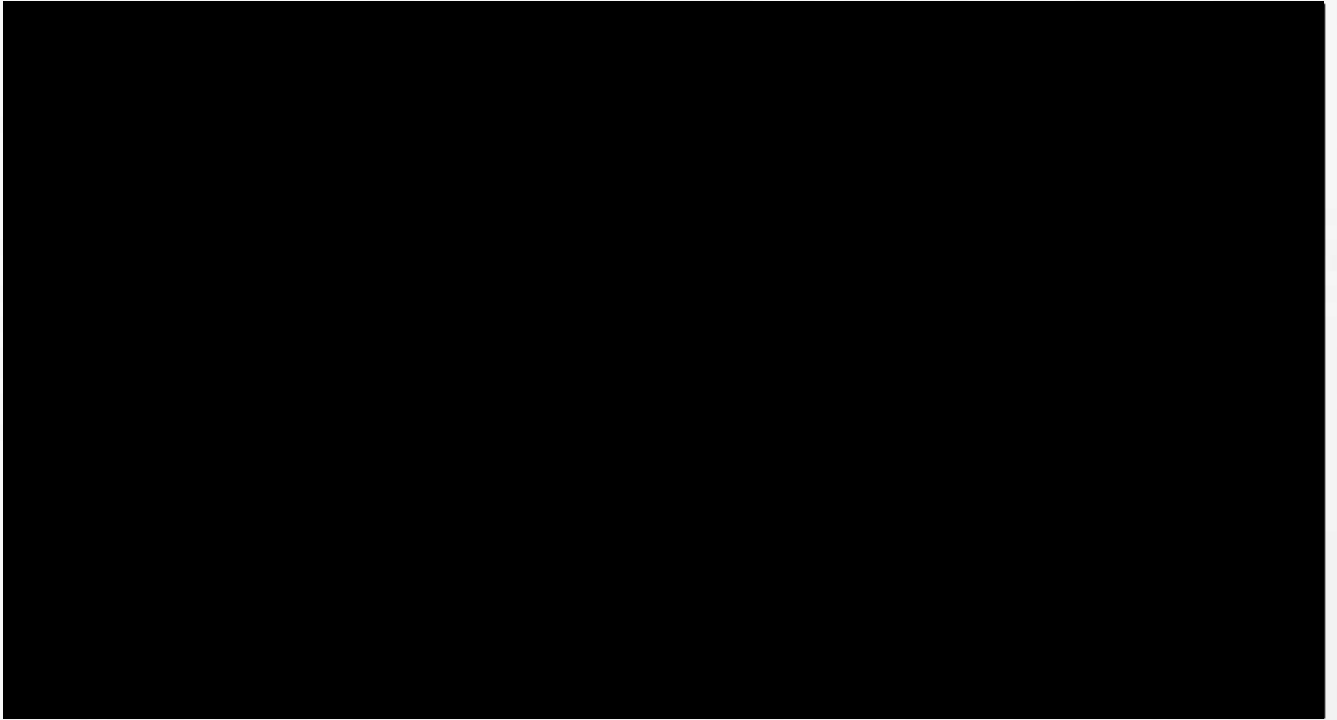
**Zone Outputs** means the aggregate of the Borough Zone Outputs and the Third Party Zone Outputs (as the same may be amended from time to time in accordance with the terms of this Agreement);

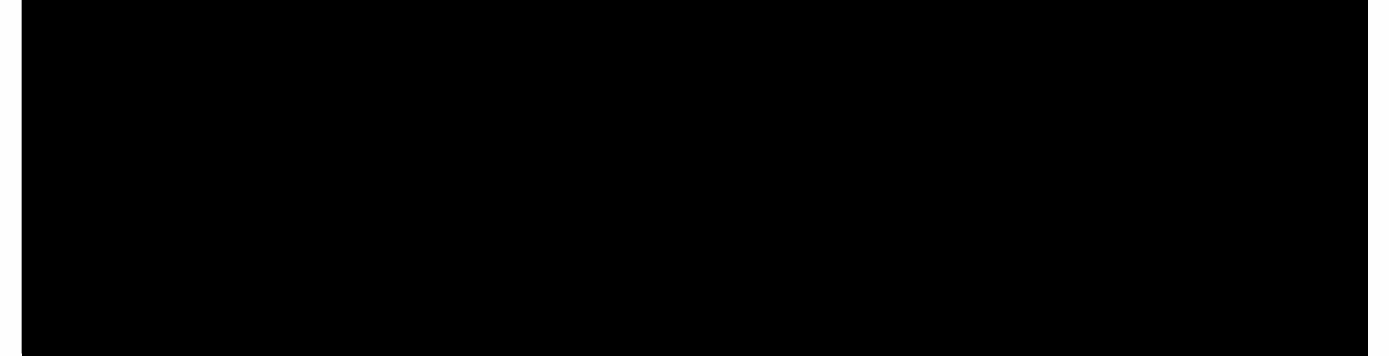
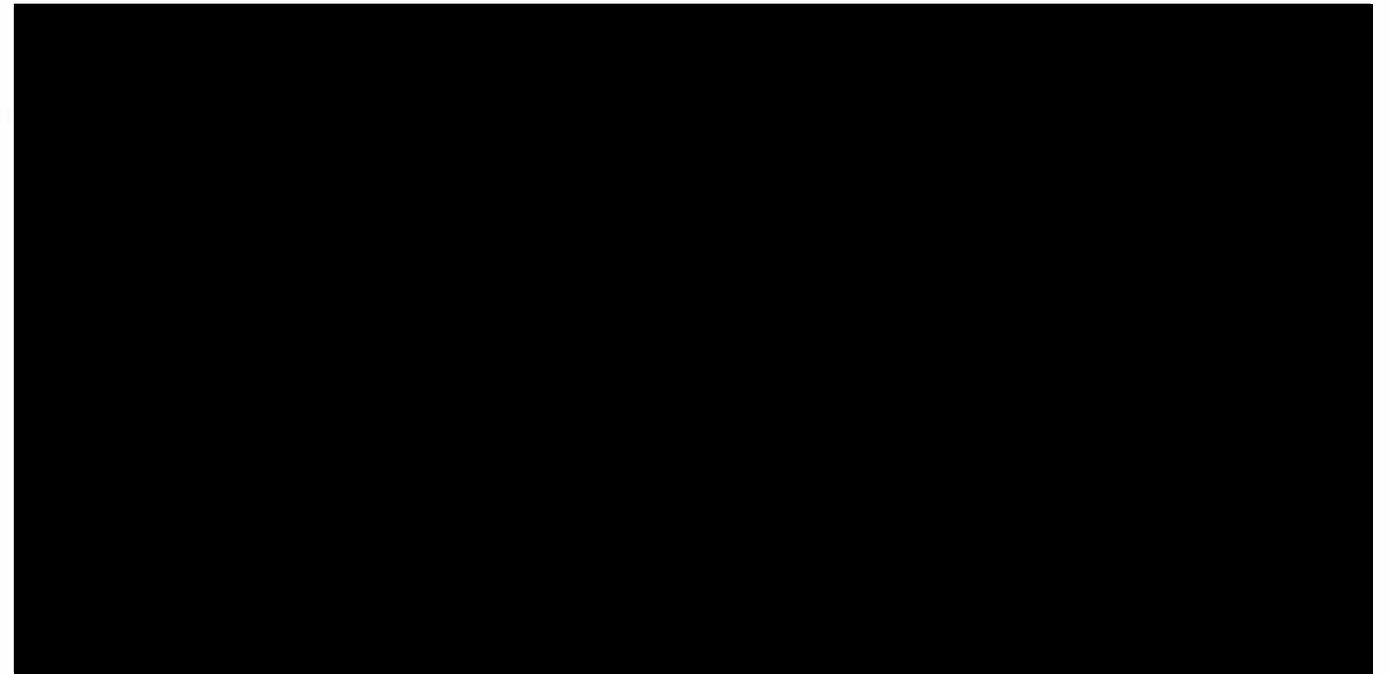
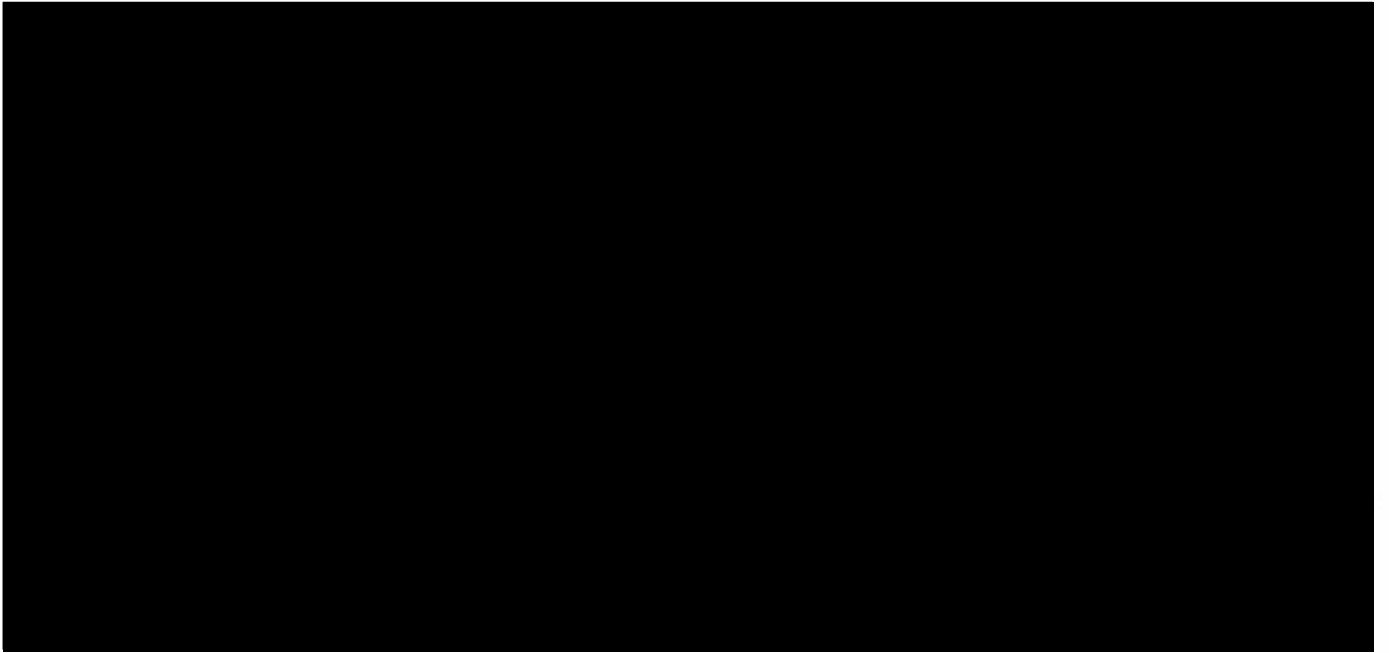
## **1.2 Interpretation**

- 1.2.1 The masculine includes the feminine and vice versa.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Any reference in this Agreement to any clause, sub-clause, paragraph, schedule, appendix, annexure or section heading is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, appendix, annexure or section heading of this Agreement.
- 1.2.4 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.
- 1.2.5 Any reference to any enactment, order, regulation, direction or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, regulation, direction or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.
- 1.2.6 A reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.
- 1.2.7 Headings are for convenience of reference only.
- 1.2.8 A party means a party to this Agreement.
- 1.2.9 The words includes or including are to be construed without limitation.
- 1.2.10 A document in the agreed form is to be the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the parties) or in the form set out in a schedule to this Agreement.
- 1.2.11 A paragraph in a schedule shall be construed as references to a paragraph in that particular schedule.
- 1.2.12 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.13 In any case where the consent or approval of GLA (or any officer of GLA) is required or a notice is to be given by or to GLA, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified to the other parties from time to time. Any consent, approval or refusal to consent or approve should be issued within a reasonable time frame.

- 1.2.14 An obligation to do anything includes an obligation to procure its being done.
- 1.2.15 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.16 The term Site includes each and every part of it and any estate or interest in it.
- 1.2.17 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.18 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.19 No review comment or approval by GLA under the provisions of this Agreement shall operate to exclude or limit the Borough's obligations or liabilities under this Agreement save where GLA have confirmed the said review comment or approval in writing.
- 1.2.20 The Borough shall be responsible as against GLA for the acts or omissions of any Contractor as if they were the acts or omissions of the Borough.
- 1.2.21 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by GLA, relieve the Borough of any of its obligations under any Zone Document or any of the Associated Project Documents or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.2.22 Save where a contrary intention is shown or where an express discretion is given by this Agreement, GLA will act in a commercially reasonable manner in deciding whether to give any consent, agreement, determination or approval or express its satisfaction and whether to give any such consent, agreement, determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.

## Schedule 2 - Borough's Zone Contribution





### **Schedule 3 - Zone Funding Allocations**

#### **Part 1 – Total Zone Allocation**

£46,200,000

#### **Part 2 – Borough Zone Allocation**

£46,200,000

#### **Part 3 – Third Party Zone Allocation**

0

#### **Schedule 4 - Governance Strategy and Structure**

- 1 The Borough's Housing & Regeneration Cabinet Board will have responsibility for the overall governance of the Housing Zone and comprises:
  - 1.1.1 The Leader of the Council (Chair)
  - 1.1.2 Portfolio holder for Housing
  - 1.1.3 Portfolio holder for Growth
  - 1.1.4 Director of Place
  - 1.1.5 Head of Planning and Regeneration
  - 1.1.6 Head of Housing
- 2 The Borough's Housing Regeneration Officers' Board supports the Cabinet Board and comprises:
  - 2.1.1 Director of Place
  - 2.1.2 Head of Planning and Regeneration
  - 2.1.3 Head of Housing
  - 2.1.4 Head of Property
  - 2.1.5 Housing Estate Regeneration Programme Manager
  - 2.1.6 Group Manager, Strategic Planning
  - 2.1.7 Group Manager, Regeneration and Internationalism
  - 2.1.8 Senior Business Insight Partner, Finance
  - 2.1.9 Capability Lead, Commissioning, Organisational Development and Strategic Business
  - 2.1.10 Housing Maintenance Service Manager
  - 2.1.11 Strategic Relationship Manager, Place
  - 2.1.12 Group Manager, Housing Operations
  - 2.1.13 Group Manager, Community Housing
  - 2.1.14 Group Manager, Strategic Housing
- 3 The Housing Regeneration Officers' Board has responsibility for the conduct of the project, including resourcing, quality control, co-ordination, sign-off of all outputs, and securing the appropriate approvals as necessary.



- 4 The Housing Regeneration Officers' Board meets monthly and its remit includes the implementation of the Housing Zone, offering advice, opinion and technical inputs to the project, providing oversight and direction and helping to secure wider support for delivery through officers' respective teams. The Board is a key part of the estate regeneration programme's governance and is the officer-level approval forum.
- 5 The delivery of the project will be managed by the Estate Regeneration Programme Review Group – a multi-disciplinary specialist team composed of Council officers. Its core task is to ensure delivery of the project and its work streams, including the outcomes agreed within the Housing Zone Bid. The lead member of the group reports to the Housing Regeneration Officers Board, and also has responsibility for reporting to the relevant committees of the Borough and the GLA.
- 6 The Programme Review Group is led by the estate regeneration programme manager who has overall day-to-day responsibility for the project, including contractual arrangements, the work plan and budget, and managing or flagging up any potential risks to delivery. The programme manager also has responsibility for managing the project teams, ensuring sufficient resources are provided or secured at all stages of the project to meet the project timetable and ensure all project outputs are delivered to an acceptable standard.
- 7 The project teams (Housing Regeneration Officer Board and the Estate Regeneration Programme Review Group) meet bi-monthly and more frequently as necessary. The Groups and project teams are supported by a project officer whose responsibilities are to arrange, coordinate and manage meetings and consultation events, monitor reporting schedules and KPIs, ensure effective processing of purchase orders, and to undertake other administrative tasks as required.

## Annexure 1 - Plan

**Cambridge Road Estate,  
Kingston upon Thames  
Housing Zone Site**



Produced by the Data Management Team  
Shared ICT service for Kingston & Sutton  
Gaulthard 1, High Street, Kingston upon Thames KT1 1EU

Operator: TL

Publication date: 28/10/2016

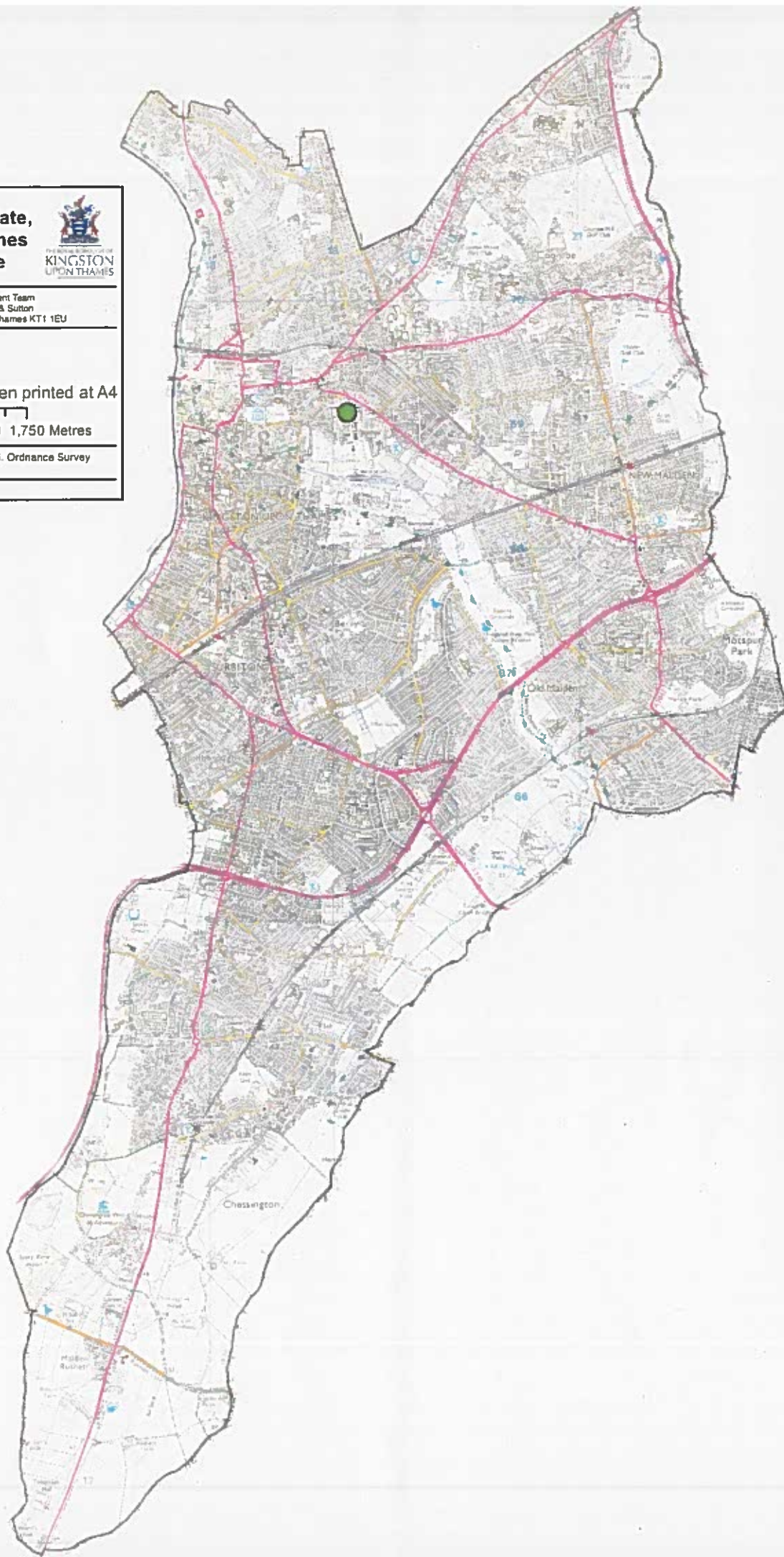


1:44,000 when printed at A4

0 350 700 1,050 1,400 1,750 Metres

Crown Copyright and database right 2016. Ordnance Survey  
1019285

name: Housing Zone 281 October 2016.mxd

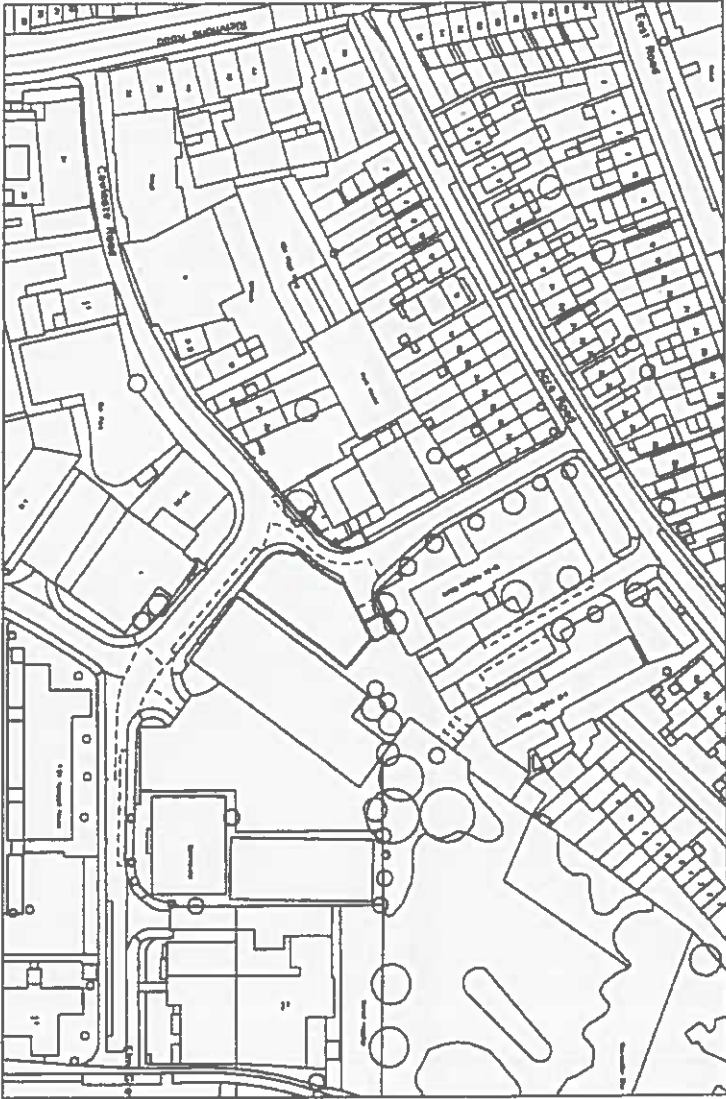












THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND OTHER RELEVANT AGENCIES. THE LOCAL AUTHORITY AND OTHER RELEVANT AGENCIES MAY REQUIRE MODIFICATIONS TO THE PLAN. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND OTHER RELEVANT AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND OTHER RELEVANT AGENCIES.

**NOTES**

1. ALL DIMENSIONS ARE IN METERS.



NO.	REVISION	DATE	BY	CHECKED BY
1	ISSUED FOR PERMIT	15/01/2024	J. SMITH	M. JONES
2	REVISION TO PERMIT	20/01/2024	J. SMITH	M. JONES
3	REVISION TO PERMIT	25/01/2024	J. SMITH	M. JONES
4	REVISION TO PERMIT	30/01/2024	J. SMITH	M. JONES
5	REVISION TO PERMIT	05/02/2024	J. SMITH	M. JONES
6	REVISION TO PERMIT	10/02/2024	J. SMITH	M. JONES
7	REVISION TO PERMIT	15/02/2024	J. SMITH	M. JONES
8	REVISION TO PERMIT	20/02/2024	J. SMITH	M. JONES
9	REVISION TO PERMIT	25/02/2024	J. SMITH	M. JONES
10	REVISION TO PERMIT	30/02/2024	J. SMITH	M. JONES

**1455, COWLEY ROAD**

**1455, COWLEY ROAD**

**1455, COWLEY ROAD**

**1455, COWLEY ROAD**

**1455, COWLEY ROAD**







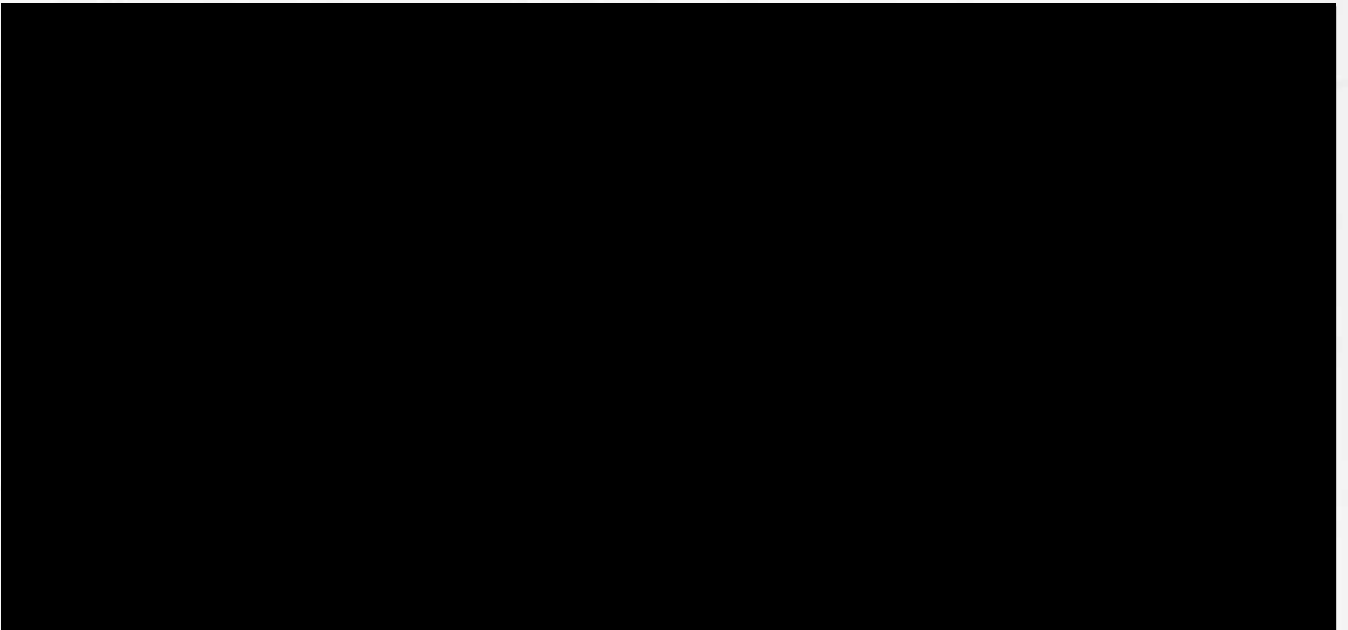
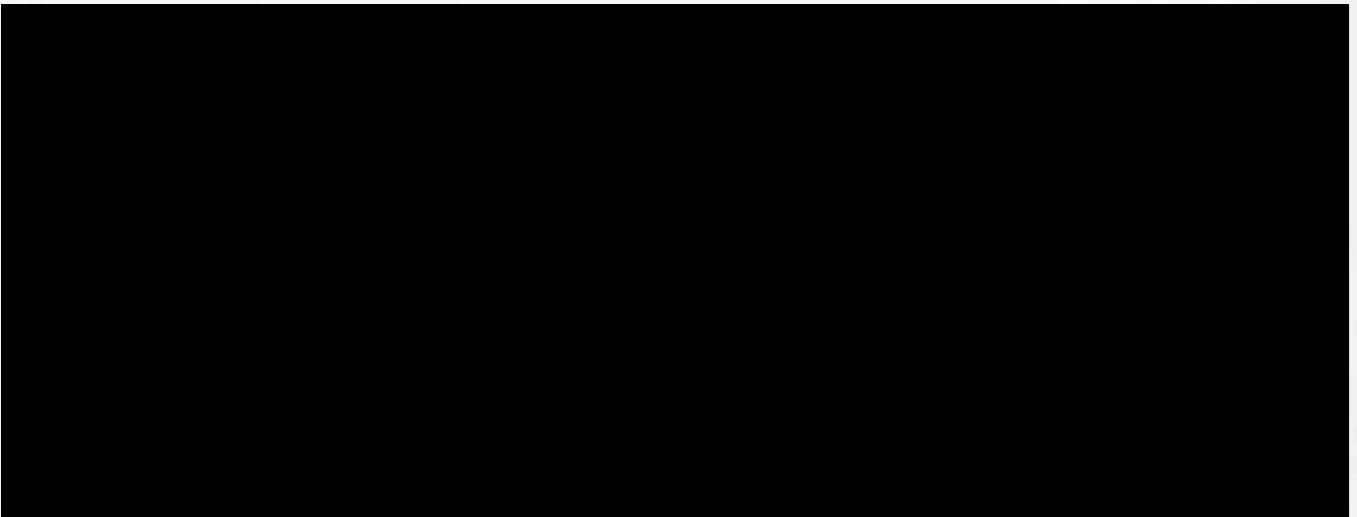
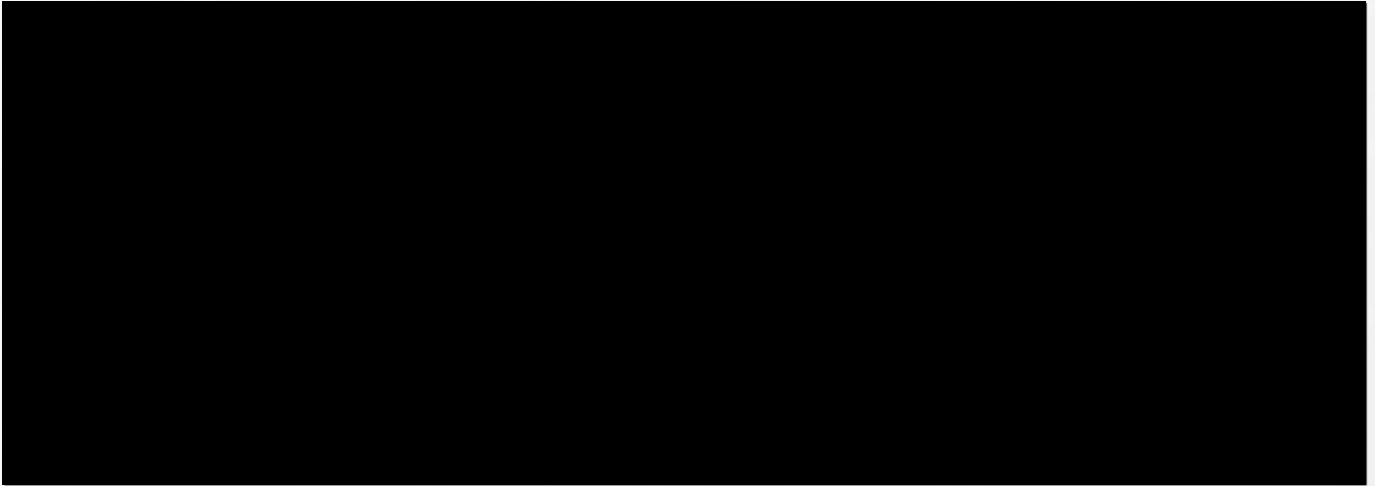
<b>living-architects</b> 51 NEW CAVENDISH STREET LONDON W1G 9TG TEL.020 7486 5066 FAX.020 7487 4566 <a href="mailto:sumame@living-architects.com">sumame@living-architects.com</a> living-architects copyright reserved	BRIDGE ROAD CHESSINGTON, KT9		DO NOT SCALE THIS DRAWING SCALE 1:1000 @ A4 DATE Jan 2013	
	SURVEY DRAWING		DRAWN BY A.R.	CHECKED BY
	SITE LOCATION PLAN (OS MAP)		CAD FILE REF 805 X01 vwx	
			DRAWING NO 805 X01	
			STATUS	REVISION

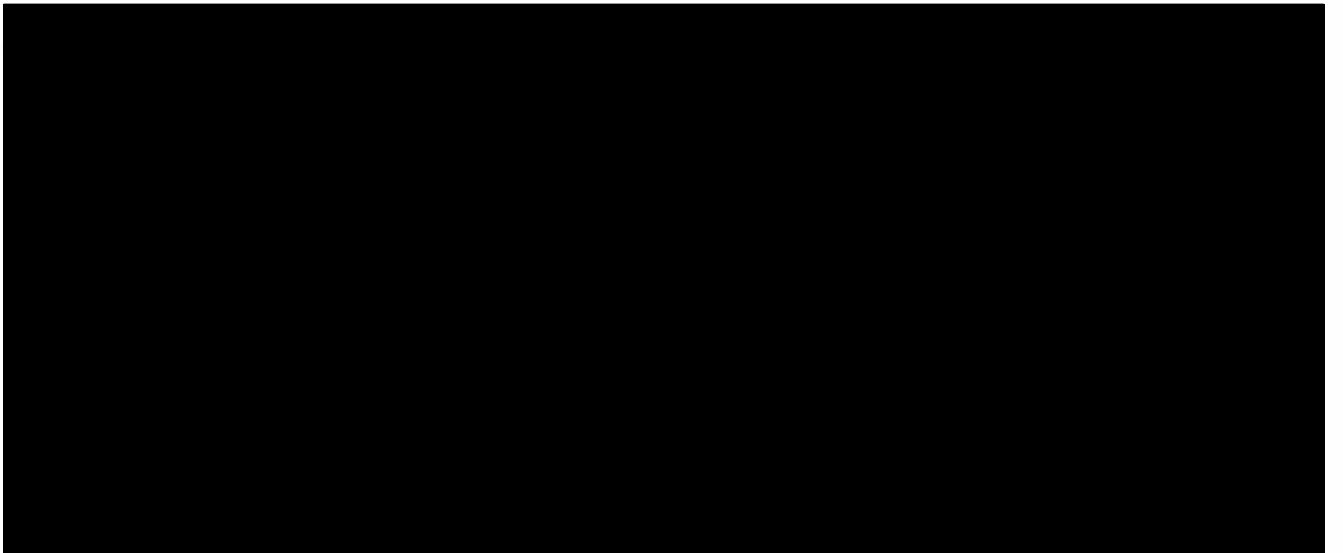
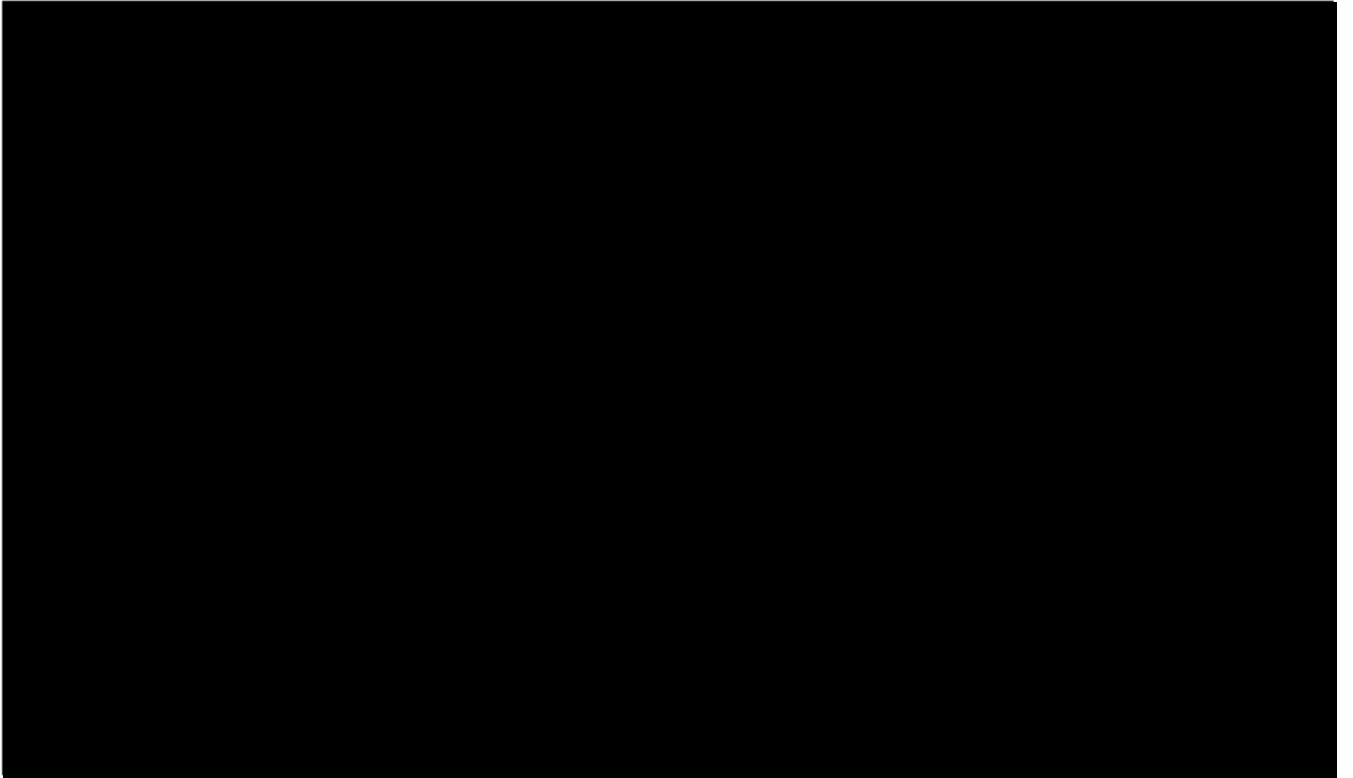


## **Annexure 2 - Zone Output Schedule**

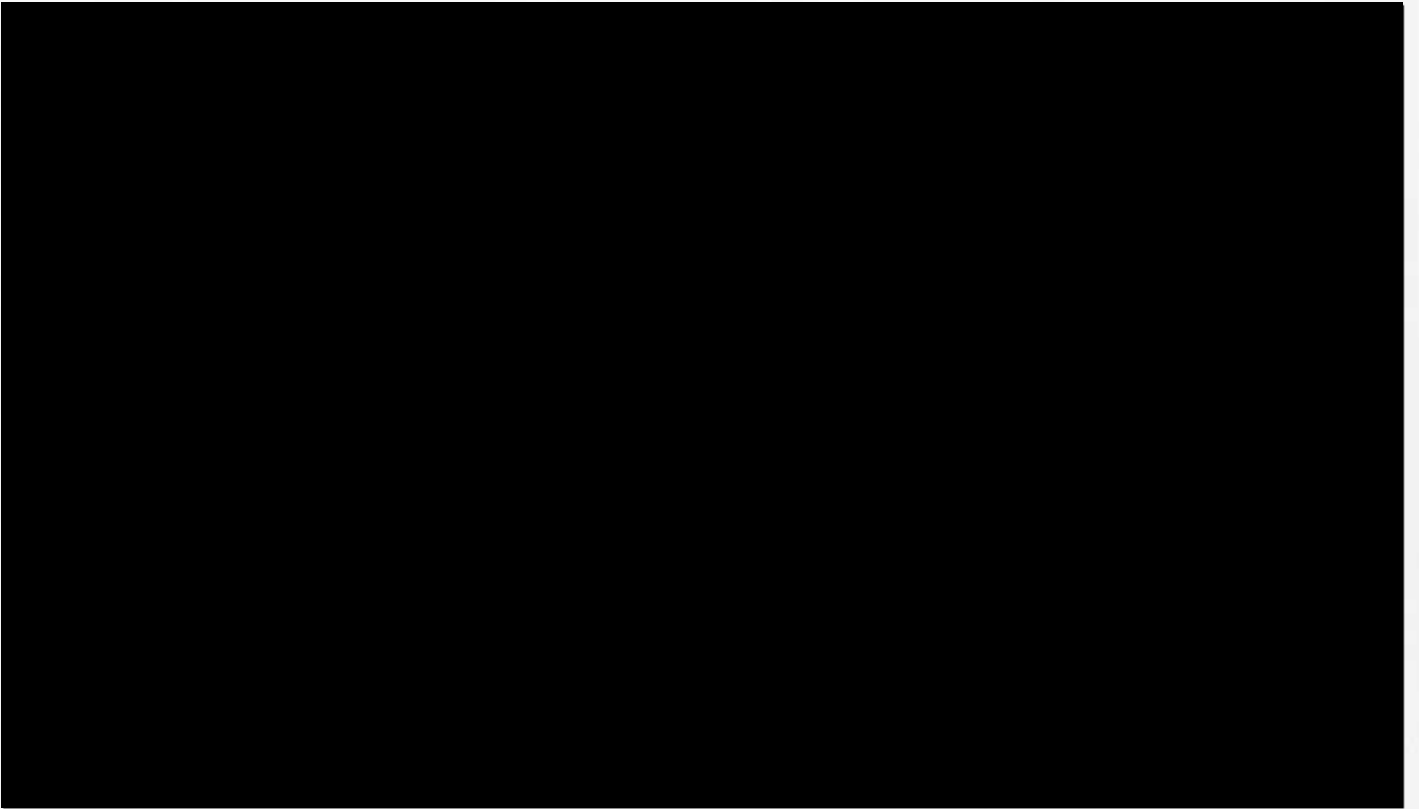
### **Part 1**

#### **Zone Output Schedule Matrix**





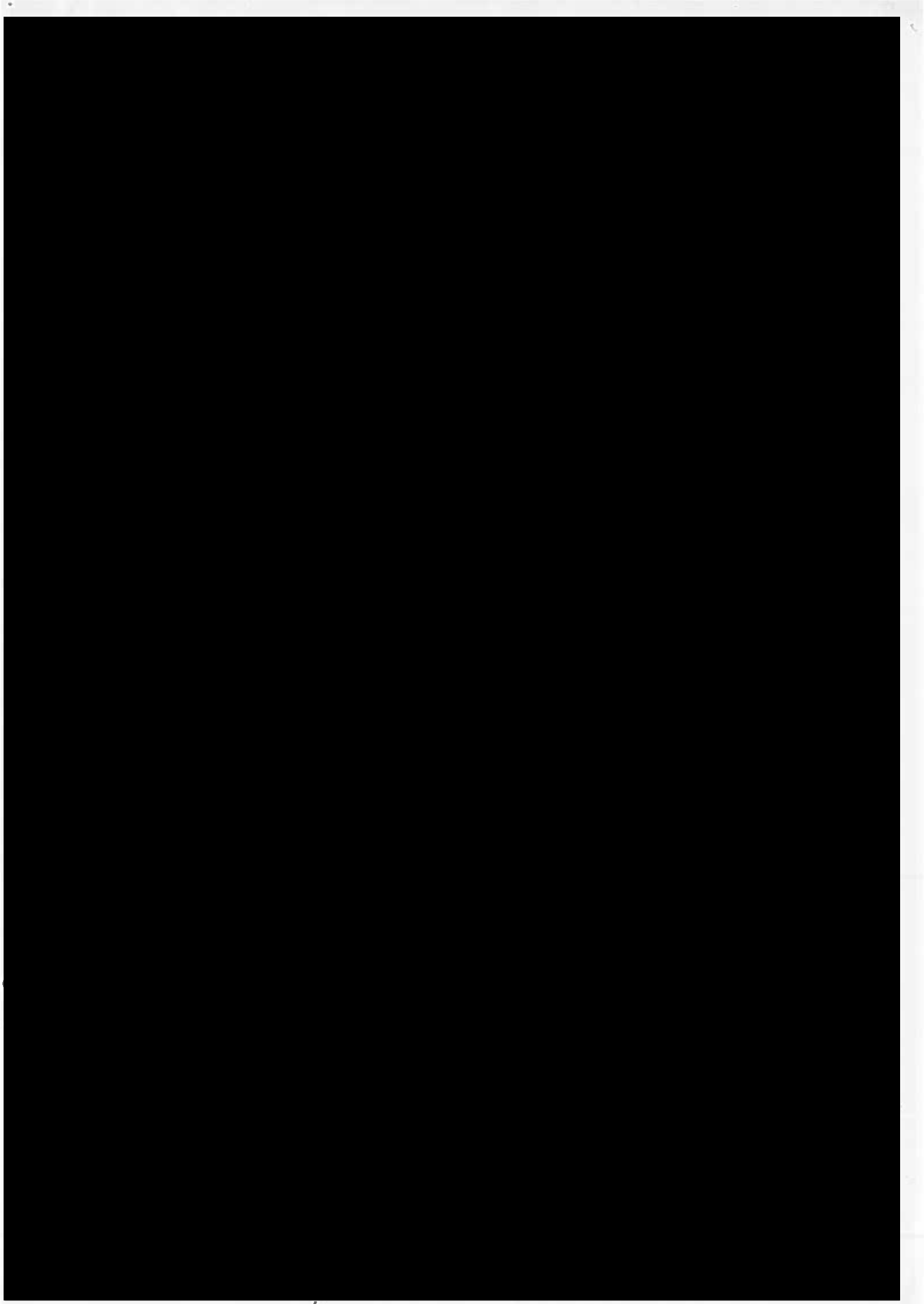
**Part 1A**

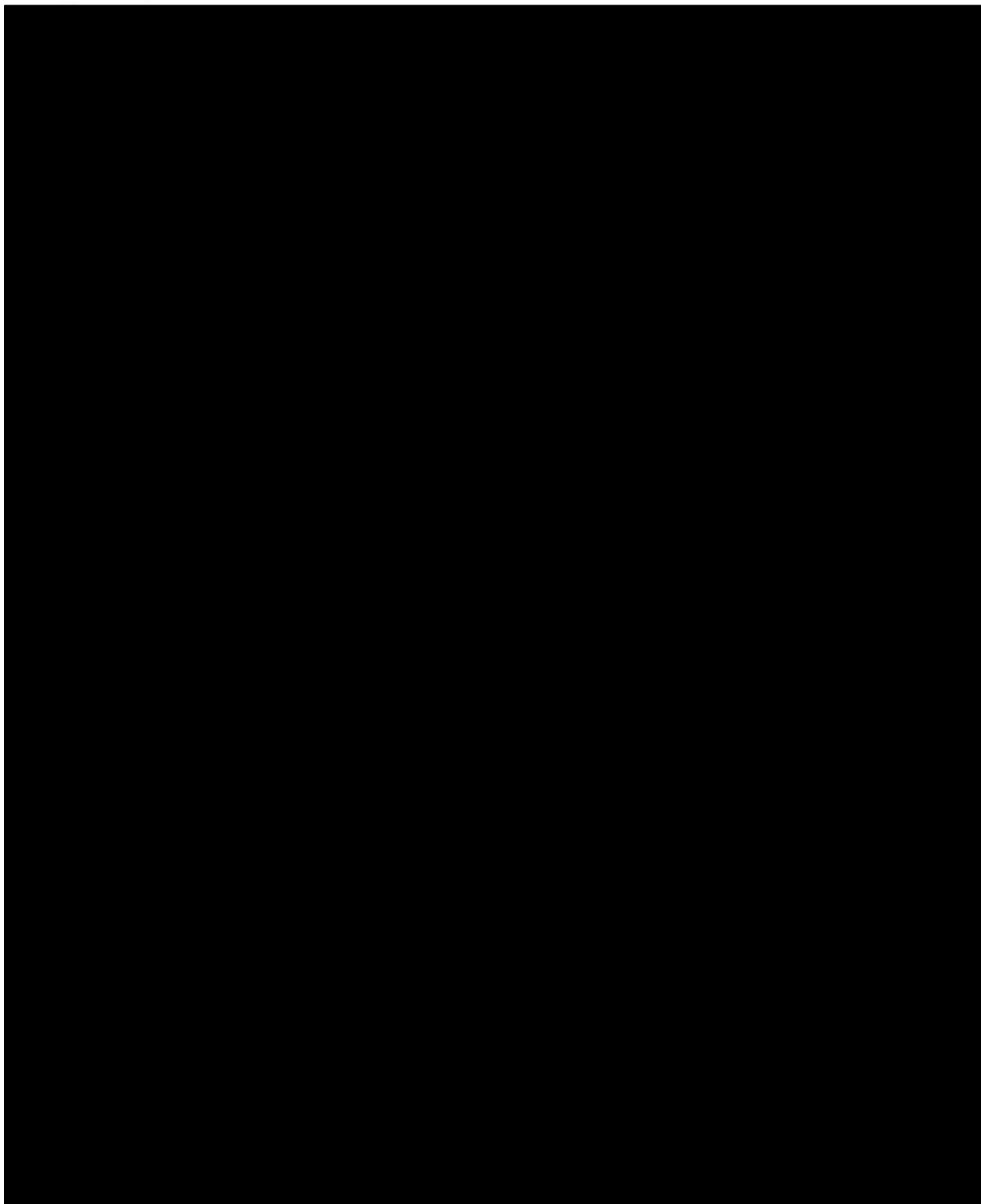


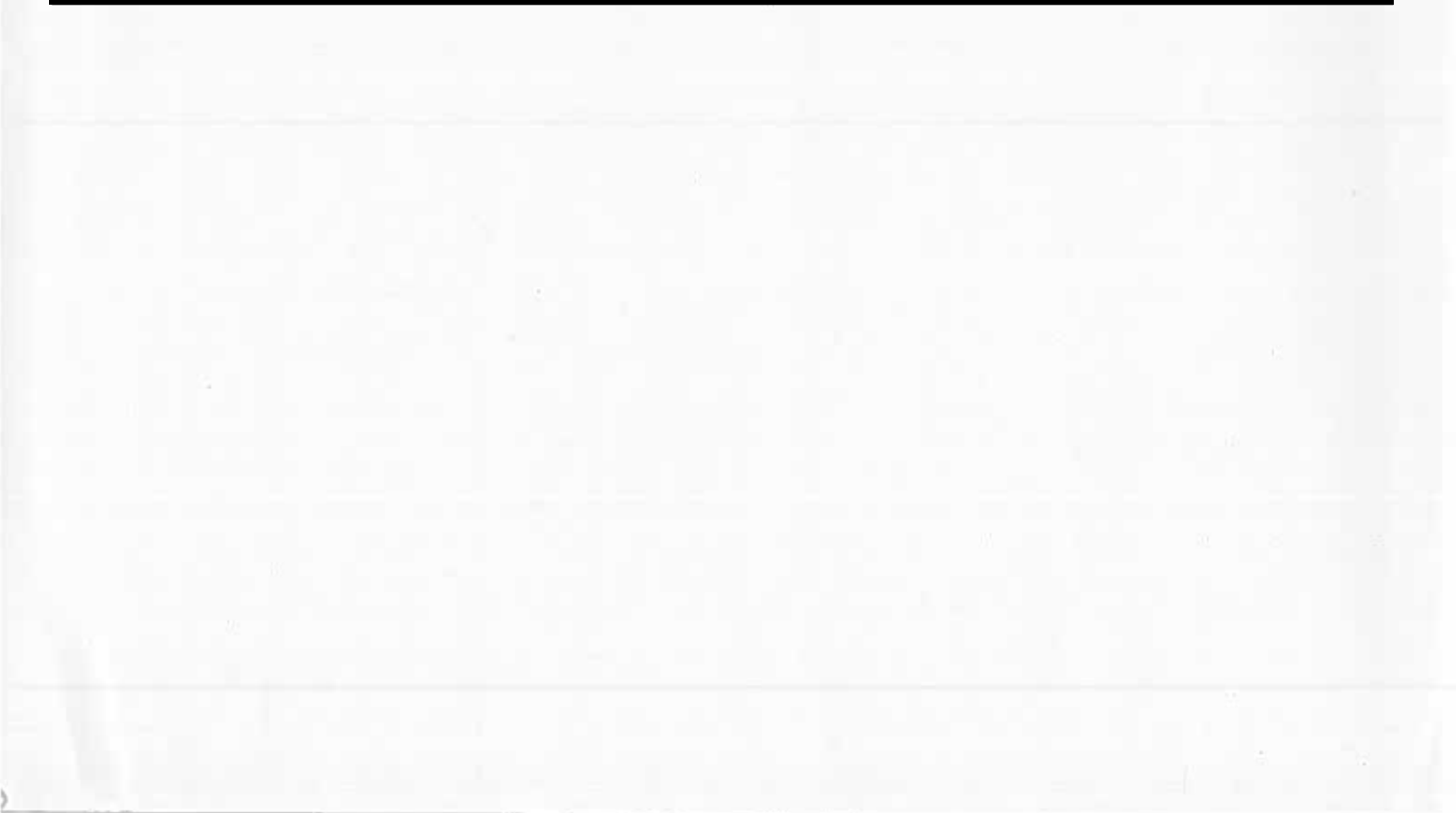
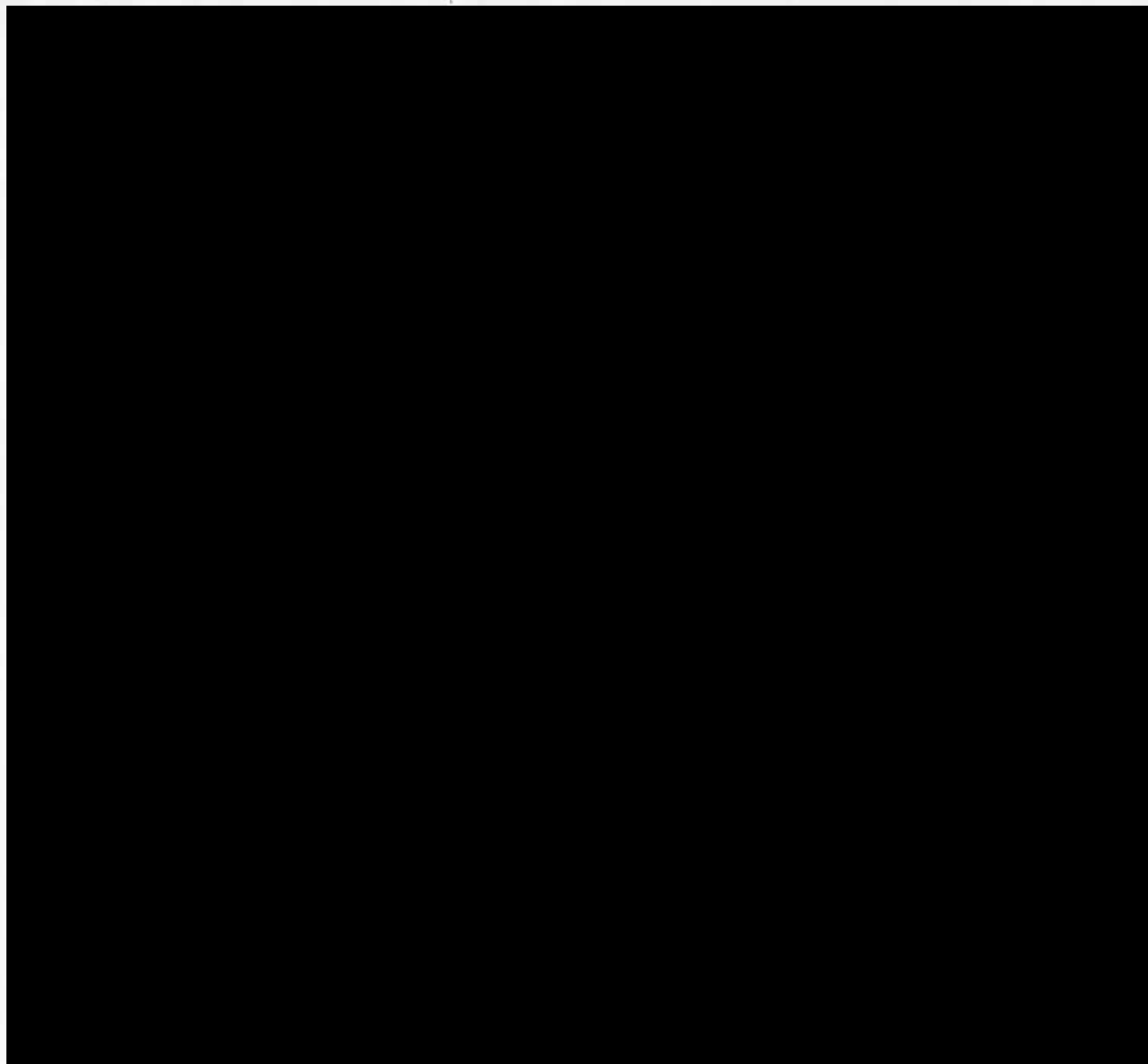
## Part 2

### Pre Contract Monitoring Proforma











In witness of which this Agreement has been duly executed as a deed and is delivered and takes effect on the date written at the beginning of this Agreement.


EXECUTED as a DEED by affixing )  
THE COMMON SEAL of the )  
GREATER LONDON AUTHORITY )  
In the presence of:

Authorised Signatory,



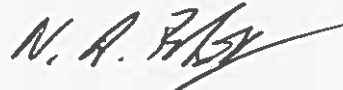
THE COMMON SEAL of THE MAYOR AND  
BURGESSES of THE ROYAL BOROUGH of  
KINGSTON UPON THAMES was hereunto  
affixed to this deed in the presence of:

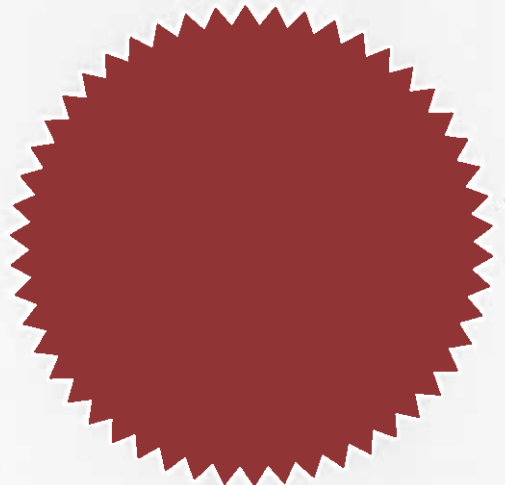
Mayor

Full Name  GEOFFREY RICHARD AUSTIN

Corporate Solicitor

Full Name

  
NICHOLAS ANDREW BISHOP



JLNC VF 2447/2

Authority /elthw Council /codar  
210116 a /elthw Director of Finance  
210116

ROYAL BOROUGH OF KINGSTON UPON THAMES	
NO. IN SEALING REGISTER	88-50487
ORDER TO BE SEALED	Delegated Financial Mfr. Regulation No. E2