

## INSTRUMENT OF DELEGATION

### Purpose and Background

1. By virtue of the Localism Act 2011, the powers of Homes England, the government's housing and regeneration agency (legal entity Homes and Communities Agency) to operate in London ended in 2012 and the Greater London Authority ("**GLA**") is undertaking Homes England's former role in the capital using its general and subsidiary powers under sections 30 and 34 of the Greater London Authority Act 1999 which are exercisable by the Mayor.
2. However, there are times where it is beneficial for Homes England to provide assistance (including financial) to projects in London. For example, where the GLA, a GLA functional body, a London borough and/or another public body is working jointly with Homes England to create a joint business case, which may require the use of Government assets to deliver regeneration, or there are other wider Government interests involved. Where this is the case, it is necessary for the Mayor to delegate his powers to Homes England. Homes England and the GLA have agreed that Homes England should be enabled to provide, procure or fund the provision of professional, technical and administrative advice, services or support ("**PTA Activities**") to facilitate the delivery of specific projects that will further the regeneration and economic development of areas within Greater London. This Instrument of Delegation delegates the Mayor of London's powers under sections 30 and 34 of the Greater London Authority Act 1999 to Homes England for these purposes.

### Delegation

3. Under section 38 of the Greater London Authority Act 1999 ("**GLA Act**"), the Mayor of London hereby grants a delegation of his powers under sections 30 and 34 of the GLA Act to:
  - (a) the Homes and Communities Agency ("**Homes England**") to provide, procure, or fund the provision of, any professional technical or administrative advice, services or support ("**PTA Activities**"), to facilitate the delivery of
    - i. the Old Oak and Park Royal Development Corporation ("**OPDC**") programmes or projects listed in Annex 1, where requested to do so by the OPDC<sup>1</sup>; and
    - ii. other OPDC programmes or projects, where it is considered by the GLA's Executive Director, Housing and Land that this will further one or more of the GLA's principal purposes under section 30(2) of the GLA Act<sup>2</sup>, and then where subsequently requested to do so by the OPDC;
  - (b) to Homes England to provide, procure, or fund the provision of, any PTA Activities to facilitate the delivery of

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<sup>1</sup> In making any such request, the OPDC will need to be satisfied that the PTA requested will further one or more of the GLA's Principal Purposes.

<sup>2</sup> A decision by the GLA's Executive Director, Housing on this must be approved in a Record in Writing as defined in Mayoral Decision-Making in the GLA.

- i. the programmes or projects listed in Annex 2, where requested to do so by the GLA's Executive Director, Housing and Land<sup>3</sup>; and
  - ii. other programmes or projects, where it is considered by the GLA's Executive Director, Housing and Land that this will further one or more of the GLA's principal purposes under section 30(2) of the GLA Act<sup>4</sup>, and where requested to do so by the GLA's Executive Director, Housing and Land.
4. The delegations at 3(a) and (b) are without prejudice to any other extant delegations by the Mayor to Homes England, and confer powers that are supplemental and without prejudice to any functions Homes England otherwise has at common law or under any relevant legislation.

## Definitions

5. PTA Activities do not include the provision or distribution of grant or loan funding by Homes England to any legal person other than the GLA from government funding allocated to the GLA for expenditure in Greater London. PTA Activities may include Homes England's expenditure of such government funding, where the expenditure is incurred for the purposes of providing, procuring, or funding the provision of, PTA activities pursuant to a request made by the OPDC/GLA under (3) above.

## Conditions

6. The delegations to Homes England under 3 are subject to the following conditions:
  - (a) Any request made to Homes England by the OPDC under 3(a) or by the GLA under 3(b) must be in writing.
  - (b) Homes England's acceptance of any requests made under 6(a) must be in writing from Homes England's Accounting Officer.
  - (c) Where other projects or programmes are subject to this delegation under:
    - i. 3(a)(ii) above, they shall be added to those listed in Annex 1;
    - ii. 3(b)(ii) above, they shall be added to those listed in Annex 2.
  - (d) Homes England will seek to secure that opportunities to drive inclusivity and diversity are incorporated into any PTA activities, in such a manner as is to be agreed with the GLA from time to time.
  - (e) Insofar as it is permissible in law to do so, HE must arrange for its Accounting Officer to be responsible, under delegated authority from Homes England, for exercising all of the functions specified in and conferred by this Delegation.

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<sup>3</sup> In making any such request, the Executive Director, Housing and Land will need to be satisfied that the PTA requested will further one or more of the GLA's Principal Purposes

<sup>4</sup> A decision by the GLA's Executive Director, Housing on this must be approved in a Record in Writing as defined in Mayoral Decision-Making in the GLA.

- (f) Homes England, the GLA and/or OPDC will use all reasonable endeavours to collaborate and co-operate in respect of any matter arising under or in connection with this Delegation.
- (g) Subject to the conditions of this Delegation, Homes England shall have discretion to make decisions relating to the day to day management of any PTA Activities carried on further to this Delegation.
- (h) Homes England will provide updates and reports on the PTA Activities it funds, procures or provides under this Delegation, in accordance with any reasonable requests from the GLA and/or (in respect of OPDC matters) OPDC.
- (i) In exercising powers conferred under this Delegation, Homes England shall comply with any lawful instructions or guidance issued by the Mayor or by GLA officers and/or (in respect of OPDC matters) OPDC officers.
- (j) Homes England shall not provide any in-house legal advice to OPDC, the GLA or another third party or procure any legal advice from external legal advisers with the intention that OPDC, the GLA or another third party will have reliance upon it, without the prior consent of the GLA and/or (in respect of OPDC matters) the OPDC and their legal advisers, Transport for London (TfL) Legal. Such consent may include conditions as to the arrangements for and basis on which instructions for the provision of any such legal advice shall be made<sup>5</sup>.
- (k) Homes England, the GLA and the OPDC will each have a duty to keep each other's organisation's information confidential. Each member of staff at Homes England providing, procuring, or arranging funding for the provision of, PTA Activities on behalf of the GLA and or to the OPDC will also have a duty to disclose any information within his or her knowledge for the GLA and or OPDC's benefit, in order to act in their best interests. This might include information confidential to one organisation insofar as it is relevant to another organisation's matter. As a result, there may be situations where the requirement to keep an organisation's information confidential and the requirement to disclose that information to another organisation will conflict. In these situations, if the party to whom the information is confidential wants that information to remain confidential from another organisation, then they will work together to resolve the issue in accordance with the law and, if it is agreed that one organisation should act for both or all organisations, ensure that appropriate safeguards are in place to protect confidentiality.
- (l) Homes England shall pay to the GLA the amount of any award of costs and or damages<sup>6</sup> made against the GLA by virtue of and directly attributable to Homes England's exercise of the GLA's powers delegated to Homes England under this Delegation. Such payment shall be made by Homes England within 30 days of the date of the award against the GLA, unless the GLA agrees otherwise.
- (m) Homes England, the GLA and the OPDC shall assist each other in complying with their respective obligations under Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The parties will cooperate on any requests affecting two or more of them. Homes England, the GLA and the OPDC shall comply with their

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<sup>5</sup> Such conditions may include but are not limited to a requirement for a duty of care letter or collateral warranty to be provided by HE and / or the external legal advisers for the benefit of GLA / OPDC

<sup>6</sup> Arising from any legal proceedings

respective obligations under the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR) (created by the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations). Homes England will act as a data processor in respect of any personal information acquired as a result of carrying out PTA Activities under this Delegation, and the GLA/OPDC (as and where applicable) will remain the relevant data controller. The relevant internal and external auditors of the GLA/OPDC responsible for audit shall, upon the provision of reasonable notice to Homes England (and in any event not less than 10 working days' notice), have the right to inspect any documents and accounts relating to the Delegation and Homes England's discharge of PTA Activities.

- (n) HE shall at all times afford the Monitoring Officer of the GLA all reasonable co-operation and access to documents and facilities as may be required from time to time in respect of that persons duties as Monitoring Officer under section 5(2) of the Local Government Act 1989 (as applied by section 73(6) of the GLA Act).



14/10/22

Signed ..... Date ..... Mayor of London

Signed ..... Date ..... Homes England

## **Annex 1**

The OPDC projects and programmes in respect of which HE is delegated powers to provide PTA Activities under paragraph 1(a) of the Instrument of Delegation are:

- The projects and programmes set out in the Old Oak West Strategic Outline Business Case agreed with government, and any additional projects and programmes that are subsequently agreed to form part of the Old Oak West detailed business case.

## **Annex 2**

The projects and programmes in respect of which HE is delegated powers to provide PTA Activities under paragraph 1(b) of the Instrument of Delegation are:

- Thamesmead Docklands Light Railway (DLR) extension. (The public bodies involved in this project, alongside HE, are: GLA, Transport for London, Department for Levelling Up, Housing and Communities, London Borough of Newham, Royal Borough of Greenwich. Also involved are Peabody, Lendlease, and Berkely Group).
- A13 regeneration including City Markets. (The public bodies involved in this project, alongside HE, are: London Borough of Barking and Dagenham, the City Corporation and Transport for London).
- Leaside and London Legacy Development Corporation (LLDC) opportunities. (The public bodies involved in this project, alongside HE, are: LLDC, London Borough of Newham and London Borough of Tower Hamlets).
- Camden Regents Park Estate. (The public bodies involved in this project, alongside HE, are: the London Borough of Camden and Euston Partnership).