



dated

2024

Greater London Authority

and

[Grant Recipient]

Care and Support Specialised Housing (CASSH) – Capital Grant Agreement (single private Registered Provider (not for Profit and For Profit))

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Grant Agreement

dated **2024**

Parties

- (1) **Greater London Authority** of City Hall, Kamal Chunchie Way, London E16 1ZE (the **GLA**); and
- (2) **[XXX]** [a registered society as defined in Section 1 of the Co-operative and Community Benefit Societies Act 2014 (with FCA registration number [])] [a company (with registered number [])] [a limited liability partnership registered in England and Wales (with registered number [])] whose registered office is at **[XXX]** (the **Grant Recipient**).

Introduction

- (A) The Localism Act 2011 devolved the housing and regeneration functions of the Homes and Communities Agency (now known as Homes England) in London to the GLA.
- (B) The Grant Recipient has submitted a bid to the GLA for grant funding to assist the Grant Recipient in meeting the capital costs of the delivery of specialist accommodation for individuals in the Programme Client Group.
- (C) The GLA has agreed to advance grant funding to the Grant Recipient pursuant to the GLA's Care and Support Specialised Housing Fund to facilitate the provision of housing for older people and disabled adults subject to and in accordance with the terms of this Agreement.
- (D) Capital grant paid by the GLA to the Grant Recipient pursuant to this Agreement is social housing assistance as defined in Section 32(13) of the Housing and Regeneration Act 2008.
- (E) The grant funding provided under this Agreement is (at its date) made in compliance with the subsidy scheme Mayor's Care and Support Specialised Housing Programme (SC10626) created by the GLA and published on 1 November 2022 and as such constitutes a legacy subsidy pursuant to section 48(1)(a) of the Subsidy Control Act 2022.

Agreed Terms

1 Definitions and interpretation

1.1 Definitions

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

Acceptance Date means the date upon which the GLA accepts a proposed scheme for the delivery of CASSH Housing as a Named Project pursuant to Condition 7.3;

Acquisition means the acquisition by the Grant Recipient of:

- (a) a Completed Interest in a Named Project; or

- (b) where the GLA has provided the Drawdown Confirmation, a Contractual Interest in a Named Project;

Acquisition Date means the date identified on OPS on which the Grant Recipient is forecast to achieve and does achieve Acquisition;

Acquisition Tranche Grant means subject to Condition 7.6, such sum as is equivalent to the percentage of the Named Project Grant recorded on and agreed by GLA through OPS as payable when the Grant Recipient has achieved the Acquisition Date;

Acquisition (No Work Required) Project has the meaning attributed to it in the Agreed Principles;

Acquisition (Work Required) Project has the meaning attributed to it in the Agreed Principles;

Actual Project Costs means the amount of Project Costs actually incurred by the Grant Recipient in the Delivery of each Named Project;

Additional Indicative Project means an indicative project for the expected delivery of CASSH Housing proposed by the Grant Recipient under Condition 19 in addition to those indicative projects comprised within the Original Approved Bid;

Additional Named Project means a project for the delivery of CASSH Housing proposed by the Grant Recipient under Condition 19 in addition to those projects comprised within the Original Approved Bid;

Additional Project means an Additional Named Project or an Additional Indicative Project;

Additional Project Acceptance Date means the date upon which the GLA confirms acceptance of an Additional Project pursuant to Condition 19.3;

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 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) and which represents the lower of:

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

(unless the relevant CASSH 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 (subject to Condition 2.4);

Agreed Client Group means in relation to a Named Project:

- (a) such category of individual from within the Programme Client Group as is set out in the Named Project Details at the Acceptance Date or Additional Project Acceptance Date (as applicable); or
- (b) such other client group from the Programme Client Group as the GLA may agree (in its absolute discretion) is appropriate to be accommodated in a CASSH Dwelling, as accepted by the GLA on OPS in respect of a Named Project in accordance with this Agreement;

Agreed Principles means the principles and terms set out in Schedule 1;

Agreed Purposes means the purposes for which each of the CASSH Dwellings is to be used, being:

- (a) the provision of housing for individuals in the Programme Client Group; and
- (b) the tenure (including the relevant rent levels) for which each of the CASSH Dwellings is to be used,

as such purposes are further described in the Named Project Details;

Agreed Support Services means such support services as the parties may agree will be provided to the occupants of the CASSH Dwellings, as set out in the Named Project Details;

Agreement means this CASSH Agreement (including its Schedules, Annexures and Appendices (if any));

Agreement Information means:

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

AHP 2021/26 means the GLA's Affordable Homes Programme 2021-2026;

Allocated Grant means £[XXX], being the maximum amount of grant payable by the GLA to the Grant Recipient in respect of the Approved Bid (as the same may be amended from time to time in accordance with the terms of this Agreement);

Applicable Tranche means (subject to Condition 11.3) the Tranche identified on OPS as payable once the Grant Recipient has achieved the Milestone set out on OPS which must be achieved prior to the Grant Recipient making a claim for such Tranche;

Approved Bid means the aggregate of the Named Projects and Indicative Projects (if any) accepted by the GLA in OPS as at the date of this Agreement (as the same may be amended, added to, supplemented, substituted or varied in accordance with the terms of this Agreement);

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 publication entitled "Care and Support Specialised Housing prospectus and bidding guidance – 2023 – 24 onwards" dated November 2023 and published at <https://www.london.gov.uk/programmes-strategies/housing-and-land/increasing-housing-supply/funding-supported-and-specialist-housing> and any updates published or issued from time to time in relation thereto;

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

Building Contract means the contract entered into between the Grant Recipient and the Building Contractor relating to the construction, development, conversion, refurbishment, repair and/or Rehabilitation (as applicable) of a Named Project;

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

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

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

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

CASSH means the GLA's Care and Support Specialised Housing programme as described in the Bidding Prospectus and any updates published or issued from time to time in relation thereto;

CASSH Dwelling means:

- (a) a house, flat or maisonette; or
- (b) where expressly agreed by the GLA on OPS, Shared Accommodation;

which was Delivered with the benefit of grant payable under this Agreement and as more particularly described in the Named Project Details;

CASSH Housing means subsidised housing provided by the Grant Recipient pursuant to this Agreement that will be made permanently available to individuals within the Programme Client Group at either:

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

CASSH Minimum Standards means in respect of each Named Project the:

- (a) Minimum Building Safety Standards;
- (b) Minimum Property Standards;
- (c) Decent Homes Standard; and
- (d) Certified Standards,

subject to any exemptions approved by GLA (in its absolute discretion) and recorded on OPS;

CASSH Project Breach means in respect of a Named Project either:

- (a) the Grant Recipient disposes of or lets a CASSH Dwelling to a person who does not fall within the Agreed Client Group (save where the GLA has provided prior written agreement); or
- (b) the Agreed Support Services are not or will not be delivered due to a reduction or withdrawal of Revenue Funding (save where the GLA has provided prior written agreement);

CASSH Subsidy Scheme means the subsidy scheme " Mayor's Care and Support Specialised Housing Programme" (SC10626) created by the GLA and published on 1 November 2022;

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

CEDR means the Centre for Effective Dispute Resolution;

Certified Design Standards means the minimum design standards in accordance with which the CASSH Dwellings in a Named Project will be delivered as certified by the Grant Recipient on OPS as part of its bid;

Certified Standards means the Certified Design Standards and the Certified Sustainability Standards;

Certified Sustainability Standards means the sustainability standards which the CASSH Dwellings in a Named Project will be delivered to as certified by the Grant Recipient on OPS as part of its bid;

Change in Control means a change in the power of a person (or persons acting together) to secure that the affairs of another are conducted directly or indirectly in accordance with the wishes of that person (or those persons acting together) which in the case of a corporate body shall include:

- (a) being the beneficial owner of more than 50% of the issued share capital, membership rights or voting rights in that corporate body; or
- (b) having the right to appoint or remove a majority of the board of management; or

- (c) otherwise controlling the votes at board meetings of that corporate body by virtue of any powers conferred by:
 - i the corporate body's governing document;
 - ii any shareholder or members' agreement; or
 - iii any other document regulating the affairs of that corporate body;

CME Period means the period from the date of this Agreement until 30 November 2023 (or such later date as the GLA may in its absolute discretion agree);

Committed Number has the meaning ascribed to it in limb (b) of the definition of "Indicative Projects";

Competent Authority means (as the case may be):

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

Completed Interest means a Secure Legal Interest which meets the description of limbs (a) to (c) of the definition of Secure Legal Interest;

Completion means:

- (a) that stage in the Delivery of a Named Project when the Grant Recipient holds a Completed Interest in each CASSH Dwelling comprised within the Named Project;
- (b) each CASSH Dwelling comprised within the Named Project is fit for beneficial occupation as a residential development and meets the CASSH Minimum Standards and the terms of this Agreement; and
- (c) when the Works have been completed in accordance with the terms of the Building Contract and the applicable NHBC or equivalent requirements current at the date of inspection (where relevant) and the dwellings are subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Named Project and which would be reasonable to include in a snagging list,

and **Complete** shall be construed accordingly;

Completion Tranche Grant means subject to Condition 7.6 such sum as is equivalent to the percentage of the Named Project Grant recorded on and agreed by GLA through OPS as payable when the Grant Recipient has achieved the Completion;

Completion Year has the meaning attributed to it in limb (a) of the definition of Indicative Projects;

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

Compliance Checklist means a document in the form identified as the "GLA Resident Ballot Compliance Checklist" in Section 8.5.19 of the Affordable Housing Capital Funding Guide (subject to such amendments, variations or updates to the same as the GLA may make from time to time) completed (such that each response to the questions posed in the Compliance Checklist is in the affirmative) and signed by the Grant Recipient, counter-signed by the Independent Body and in a form satisfactory to the GLA;

Compliant EDI Action Plan means an EDI Action Plan which has been developed, published and implemented by the Grant Recipient on a continuing basis at the date of this Agreement pursuant to the requirements of an agreement entered into with the GLA pursuant to a capital grant funding programme administered by the GLA;

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

Contract Monitoring Outputs has the meaning given to it in Condition 3.1;

Contractual Interest means a Secure Legal Interest which meets the description of limb (d) of the definition of Secure Legal Interest;

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

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

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

Decent Homes Standard means the Decent Homes Standard current at the Acceptance Date or Additional Project Acceptance Date (as applicable) of the relevant Named Project;

Default Event has the meaning given to it in Condition 5.1;

Delivery means the acquisition, development, conversion, refurbishment, repair and/or Rehabilitation (as applicable) of the Site and/or the Named Project (as the context requires) and **Delivered** and **Delivers** shall be construed accordingly;

Delivery Monitoring Period means for each Named Project, the period from the date of this Agreement until the Named Project Completion Date (or such other date as the GLA may determine on OPS in relation to such Named Project (in its absolute discretion));

DHSC means the Department of Health and Social Care (or any successor body with similar or equivalent jurisdiction or authority);

Differential Grant Amount is the difference between (1) the Named Project Grant sum in respect of a Named Project prior to a reduction pursuant to Condition 7.8.2 and (2) the Revised Named Project Grant Sum;

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

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

- (a) the nature of the Disposal;
- (b) the number and address of the CASSH Dwellings and/or other property comprised within the Disposal;
- (c) the disponee;
- (d) the amount of Named Project Grant allowed to the CASSH Dwelling or property comprised within the Disposal and the quantum of such grant which is either proposed to be applied towards a Substitute Dwelling or which the Grant Recipient will repay to the GLA and/or recycle into the Grant Recipient's RCGF in accordance with the terms of this Agreement and the Recovery Determination;

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

Drawdown Condition means any conditions identified by the GLA in writing which must be met by the Grant Recipient on terms satisfactory to the GLA (in its absolute discretion) prior to the Grant Recipient submitting an application for Acquisition Tranche Grant pursuant to pursuant to Condition 10.1 which could include:

- (a) the provision of such evidence as the GLA may request (in form and substance satisfactory to the GLA) with respect to the Grant Recipient's Secure Legal Interest or the registration of the same at the Land Registry; and/or
- (b) entry into such additional or ancillary documentation as the GLA may determine;

Drawdown Confirmation means written confirmation from the GLA that the Grant Recipient may, subject to the satisfaction of any Drawdown Condition identified by the GLA in its absolute discretion, submit an application for Acquisition Tranche Grant pursuant to Condition 10.1 when it possesses a Contractual Interest;

Duration means in relation each Named Project, the period starting from the Acceptance Date or Additional Project Acceptance Date (as applicable) and ending on the date on which the Delivery of the Named Project is completed in accordance with the relevant Named Project Details;

Dwelling Completion means the dwelling is fit for beneficial occupation as a residential dwelling in accordance with applicable NHBC or equivalent requirements current at the date of inspection subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the dwelling and which would be reasonable to include in a snagging list, and Dwelling Complete shall be construed accordingly;

EDI Action Plan has the meaning given to it in Condition 26.1.2;

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

Eligible Tenant means a Tenant who falls within the Agreed Client Group;

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

Estate Regeneration Default means any of the events or circumstances set out in Conditions 5.1.16 to 5.1.18 (inclusive) has occurred;

Estate Regeneration Funding Condition means the obligations set out in Condition 8.2;

Estate Regeneration Project means a Named Project which in whole or in part comprises or entails regeneration or another arrangement which satisfies the description of a Strategic Estate Regeneration Project set out in Section 8.3 of the Affordable Housing Capital Funding Guide;

Estate Regeneration Requirement means the obligations set out in Condition 8.2 and/or Condition 8.6.12;

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

Exemption means an exemption to the Resident Ballot Requirement agreed by the GLA pursuant to Section 8.6 Affordable Housing Capital Funding Guide (subject to such amendments, variations or updates to the same as the GLA may make from time to time);

Exemption Certificate means a certificate identified as an "Exemption Certificate" on GLA letter headed paper and signed by a senior officer of the GLA which confirms that the delivery of the Named Project is subject to an Exemption;

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

Financial Year means from the date of this Agreement to the next 31 March and thereafter from 1 April to 31 March in each year;

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

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

Good Practice Guide to Estate Regeneration means the guidance entitled "Better Homes for Local People – the Mayor's Good Practice Guide to Estate Regeneration" published by the GLA in February 2018;

Grant Recipient Affiliate means a third party whose relationship with the Grant Recipient falls within limb (b) of the definition of Grant Recipient Party;

Grant Recipient Party means:

- (a) the Grant Recipient, any Building Contractor, any member of the Professional Team, agent, employee or subcontractor of the Grant Recipient and the Grant Recipient's Representative; and
- (b) any subsidiary or holding company of the Grant Recipient or any subsidiary to any such holding company as subsidiary and holding company are defined in Section 1159 of the Companies Act 2006;

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

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 Department for Levelling Up, Housing and Communities in relation to the CASSH Dwelling;

HRA 2008 means the Housing and Regeneration Act 2008;

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

Independent Body means an entity which is independent to the Grant Recipient and has been appointed in accordance with the principles set out in Section 8.5.2 of the Affordable Housing Capital Funding Guide;

Indicative Allocation means such part of the Allocated Grant attributed to the Indicative Projects and agreed by the GLA in OPS;

Indicative Dwelling means a prospective CASSH Dwelling comprised within an Indicative Project;

Indicative Dwelling Allocation means the quantum of the Indicative Allocation which is attributed on OPS to the relevant Indicative Dwelling;

Indicative Dwelling Breach means the Grant Recipient is in breach of Condition 6.3 which affects one or more Indicative Dwellings;

Indicative Project means the Grant Recipient's proposal for the Delivery of a specified number of CASSH Dwellings as set out in OPS including details of:

- (a) the Financial Year in which such dwellings will achieve Start on Site (**SoS Year**) and Completion (**Completion Year**); and
- (b) the number (by tenure) of such dwellings to achieve Completion in each Completion Year (the **Committed Number**);

Information has the meaning in relation to:

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

Information Commissioner means the "Information Commissioner" 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 from time to time;

Insolvency Event means the occurrence of any of the following in relation to the Grant Recipient:

- (a) it is unable or admits an inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) a moratorium is declared in respect of any indebtedness and/or any moratorium pursuant to Section 145 of the HRA 2008;
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - i the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation on terms previously approved by the GLA (such approval not to be unreasonably withheld or delayed);
 - ii a composition, compromise, assignment or arrangement with any of its creditors;
 - iii the appointment of a liquidator (other than in respect of a solvent liquidation on terms previously approved by the GLA, such approval not to be unreasonably withheld or delayed), receiver, administrative receiver, housing administrator, administrator, compulsory manager or other similar officer;
 - iv enforcement of any Security over any assets of the Grant Recipient;

- v any analogous procedure or step is taken in any jurisdiction;

other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten (10) Business Days of commencement; or
- (e) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Grant Recipient which has a Material Adverse Effect in relation to the Approved Bid or any Named Project;

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

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

Landlord Offer means the offer identified by that name and more particularly described in Sections 8.5.11 to 8.5.16 of the Affordable Housing Capital Funding Guide which is in the form issued to the GLA pursuant to Section 8.5.14 of the Affordable Housing Capital Funding Guide and which is the subject of the confirmations provided by the Grant Recipient and the Independent Body in the Compliance Checklist;

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

Legislation means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative; and

in each case in the United Kingdom; and

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

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;

Local Housing Authority means a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in England established as a successor to principal councils exercising the functions of a local housing authority in whose administrative area the relevant Named Project is being delivered by the Grant Recipient;

London Living Wage means the basic hourly wage (before tax, other deductions and any increase for overtime) calculated annually by the Resolution Foundation and overseen by the Living Wage Commission, or any successor body carrying out the relevant calculation as such hourly wage may be updated from time to time;

London Plan means the document entitled "The London Plan – Spatial Development Strategy for Greater London " published by the GLA in March 2021 (as the same may be amended, varied, updated or replaced from time to time);

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

Milestone means each stage in the delivery of a Named Project agreed by the parties and set out in the Named Project Details (including (as applicable) the Acquisition Date, Start on Site Date and a Named Project Completion Date);

Milestone Date means the date agreed by the GLA through OPS by which the relevant Milestone must have been achieved (as the same may be varied by the GLA pursuant to Condition 9.1);

Milestone Extension Events means any of the following:

- (a) exceptionally adverse weather conditions;
- (b) delay in receipt of any necessary permission or approval of any statutory body which the Grant Recipient has taken all practicable steps to avoid or reduce;
- (c) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of any construction, repair or maintenance works necessary to the delivery of the Named Project in accordance with the CASSH Minimum Standards by restricting the availability or use of labour which is essential to the proper carrying out of such works or preventing access to such goods or materials as are essential to the proper carrying out of such works or the Delivery of the Named Project;
- (d) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;
- (e) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;

- (f) failure by any statutory undertaker, utility company or other like body to carry out works or provide services;
- (g) any accidental loss or damage to the development or any roads servicing it;
- (h) any failure or shortage of power, fuel or transport;
- (i) any blockade or embargo;
- (j) any:
 - i official or unofficial strike;
 - ii lockout;
 - iii go-slow; or
 - iv other dispute,

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

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

unless:

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

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

Minimum Building Safety Standards means the building safety standards which must be met and requirements which the Grant Recipient must comply with in respect of each CASSH Dwelling (as applicable) comprised within a Named Project as set out in Sections

2.2.52 to 2.2.57 (*Building Safety Standards*) of the Affordable Housing Capital Funding Guide (and in respect of any Named Project which contemplates the acquisition of one or more existing homes which have previously been occupied, the building safety standards shall include the requirement for the Grant Recipient to complete a "Statement of Reasonable Endeavours Undertaken to Verify Construction of External Walls for Acquisitions or Homes Delivered as Refurbishment, Conversion or Remodelling" for the relevant CASSH Dwellings on the basis set out in Section 2.2.57 (*Building Safety Standards*) of the Affordable Housing Capital Funding Guide by Completion of the Named Project in which such CASSH Dwellings are comprised;

Minimum Property Standards means:

- (a) the standards described in Schedule 4; and
- (b) any property standards set out in any planning obligation contained within any Section 106 Agreement applicable to the Named Project;

MMC Project means a Named Project comprised exclusively of dwellings constructed using one of the Modern Methods of Construction;

Modern Methods of Construction means the methods of construction identified in Section 2.2.62 (*Modern Methods of Construction (MMC) Categories*) of the Affordable Housing Capital Funding Guide;

Named Project means each project for the delivery of:

- (a) a single CASSH Dwelling; or
- (b) multiple CASSH Dwellings,

to accommodate individuals from the Agreed Client Group as detailed in the Named Project Details and accepted by the GLA as a Named Project pursuant to Condition 7.3 or 19.3;

Named Project Completion Date means the date set out in the Named Project Delivery Timetable by which Completion must have been achieved (and is achieved);

Named Project Completion Longstop Date means in respect of a Named Project the date which falls on the four (4) year anniversary of the earlier of the:

- (a) Start on Site Date; or
- (b) Acceptance Date or Additional Project Acceptance Date (as applicable),

unless otherwise agreed by the GLA in its absolute discretion;

Named Project Delivery Timetable means the timetable for the Delivery of each Named Project as set out in the Named Project Details and agreed by the GLA through OPS;

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

Named Project Grant means (subject to Condition 7.8 and Condition 11.3) the amount of grant payable by the GLA in respect of a Named Project as set out in the relevant Named Project Details;

New Build Project has the meaning ascribed to it in the Agreed Principles;

New Named Project means a proposed Named Project or an Indicative Project which the Grant Recipient wishes to profile as a Named Project, details of which are submitted by the Grant Recipient to the GLA pursuant to Condition 7.1;

Nominations Arrangements means any details of the referral and nomination arrangements applicable to a CASSH Dwelling as agreed by the parties and set out in the Named Project Details;

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

Non-Compliant Dwelling means an Indicative Dwelling which is the subject of an Indicative Dwelling Breach;

Non-Profit Organisation means a body designated on the Register as a non-profit making organisation as such term is defined in Section 115 of the HRA 2008;

Older People means individuals over the age of 55;

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

Open Book Obligations mean the obligations set out in Condition 17;

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 Approved Bid means the aggregate of the proposed Named Projects and Indicative Projects accepted by the GLA at the date of this Agreement in OPS;

Original Dwelling has the meaning given to it in Condition 16.1;

Original Named Project means the Named Project in which the Original Dwelling was comprised;

Original Named Project Details means the Named Project Details for the Original Dwelling;

Original Named Project Grant means such sum as reflects the Named Project Grant identified in OPS at the Acceptance Date or Additional Project Acceptance Date (as applicable);

Original Percentage means the percentage identified in the "Grant % of Total Costs" line entry in the "Summary" section of the Named Project Details at the Acceptance Date or Additional Project Acceptance Date (as applicable) being the result of the following calculation expressed as a percentage:

$$(\text{Original Named Project Grant} \div \text{Total Scheme Costs}) \times 100;$$

Partial Termination Event means this Agreement is or could be terminated in relation to one or more particular Named Projects pursuant to Conditions 5.4.2 or 5.4.3;

Permitted Disposal means any of the following:

- (a) the grant of a tenancy compliant with Condition 8.6.7;
- (b) a disposal to a statutory undertaker for the purposes of the supply or transmission (whether exclusively or otherwise) of statutory services to the Site;
- (c) a disposal pursuant to or required by a planning obligation within the meaning of s106 or s299A of the TCPA in connection with the Named Project;
- (d) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;
- (e) the grant of any mortgage or charge; or
- (f) the grant of an easement;

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

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

Process has the meaning ascribed to it in the Data Protection Legislation and **Processing** shall be construed accordingly;

Procurement Law means the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 (insofar as the same are applicable) together with any statutory modification or replacement regulations or Legislation on procurement by public bodies;

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

Profit Making Organisation means a body designated on the Register as a profit-making organisation as such term is defined under Section 115 of the HRA 2008;

Programme Client Group means any of the following groups:

- (a) Older People; or

- (b) individuals over the age of 18 with a disability (including learning, physical or sensory disabilities or with mental health problems);

Prohibited Act means:

- (a) offering, giving or agreeing to give to any servant of the GLA any gift or consideration of any kind as an inducement or reward:
 - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
 - ii for showing or not showing favour or disfavour to any person in relation to this Agreement;
- (b) entering into this Agreement or any other agreement with the GLA relative to this Agreement in connection with which commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the GLA;
- (c) committing any offence:
 - i under Legislation creating offences in respect of fraudulent acts;
 - ii at common law in respect of fraudulent acts in relation to this Agreement;
 - iii under the Bribery Act 2010 or the Criminal Finances Act 2017; or
- (d) defrauding or attempting to defraud or conspiring to defraud the GLA or the Regulator;

Project Costs means the costs relating to Site acquisition and/or Works in relation to a Named Project incurred or to be incurred in respect of such project by the Grant Recipient in respect of the heads of expenditure set out in Part 1 of Schedule 5 (as relevant) or such other heads of expenditure as the GLA may in its absolute discretion agree in respect of any Named Project provided that any costs falling within the heads of expenditure set out in Part 2 to Schedule 5 shall not be capable of being treated as Project Costs;

Proposed Substitute Dwelling means a dwelling uploaded by the Grant Recipient onto OPS in substitution of an Original Dwelling pursuant to Condition 16.1;

Protected Characteristics has the meaning ascribed to it in the Equality Act 2010;

Public Sector Funding means all funding or subsidy in relation to a Named Project in money or money's worth (including the Named Project Grant) received or receivable by the Grant Recipient from public sector bodies including for this purpose funding from the European Union, 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;

Public Service Obligation means the public service obligation assigned to the Grant Recipient when it became a Registered Provider;

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

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

Recover has the meaning set out in the Recovery Determination;

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

Reduction Amount means the result of the following calculation:

Reduction Amount = number of Non-Compliant Dwellings x the Indicative Dwelling Allocation;

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

Registered Provider means a Profit Making Organisation or a Non-Profit Organisation;

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

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

Rehabilitated or Rehabilitation or Rehabilitating shall:

- (a) have the meaning ascribed in Section 2.2 of the Affordable Housing Capital Funding Guide entitled "Rehabilitation project types"; or
- (b) mean such other remodelling or refurbishment works approved by the GLA in the relevant Named Project Details;

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

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

Remediation Plan has the meaning ascribed to it in Condition 26.4.1;

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

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

Resident Ballot Requirement means the obligation to undertake a resident ballot on the basis set out in Section 8 Affordable Housing Capital Funding Guide where the Named Project is an Estate Regeneration Project and GLA has not provided the Grant Recipient with an extant Exemption Certificate;

Residential Care Home means a residential building or set of buildings in which residents occupy rooms (as opposed to separate dwellings) and have access to on site personal care or nursing care services;

Restructure means any merger or de-merger or consolidation or reconstruction or amalgamation or a transfer of its engagements to any person or the acceptance of any transfer of engagements from any person or any other arrangement having an equivalent effect to these;

Revenue Funding means any revenue funding committed to a Named Project to facilitate the delivery of the Agreed Support Services, as agreed between the parties and set out in the Named Project Details;

Review Meeting means a meeting held pursuant to Conditions 3.3 or 3.4;

Revised Named Project Grant Sum means the sum that is equal to the Original Percentage of the Updated Total Scheme Costs;

RIDDOR means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013;

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

RTB Funds means receipts retained by a local authority pursuant to the exercise of the Right to Buy;

Section 106 Agreement means an agreement or unilateral undertaking in respect of and affecting any CASSH Dwelling made pursuant to section 106 TCPA and/or section 1 Localism Act 2011 and/or section 111 Local Government Act 1972 and/or section 33 Local Government (Miscellaneous Provisions) Act 1982 and/or section 38 and/or section 278 Highways Act 1980 and/or section 104 Water Industry Act 1991 and/or the Housing Acts or any similar agreement or unilateral undertaking with any Relevant Authority or body relating to other services;

Section 106 Project means a project where the CASSH Housing is part of a larger scheme (controlled by a party other than the Grant Recipient) comprising accommodation which is non-residential and/or residential which is not CASSH Housing which is subject to a Section 106 Agreement;

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

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

provided that in each case where the Grant Recipient possesses:

- (a) the freehold estate and one or more leasehold interests derived from the freehold estate; or
- (b) more than one leasehold interest in a chain of leases,

in any Named Project, the interest which is the lowest leasehold interest owned by the Grant Recipient in the chain of leases must satisfy limb (a), (b) or (c) above (as applicable);

Security means a mortgage charge pledge lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (such as a sale or lease and leaseback, a blocked account set off or similar arrangement);

Shared Accommodation means a dwelling (including any common areas) comprised within non-self-contained accommodation for two (2) or more households;

Short Lease means a lease of less than seven (7) years duration made between the Grant Recipient and a third party;

Site means the site identified to the GLA as being the area of land or buildings comprised or to be comprised in a Named Project and/or the CASSH Dwellings and common areas Delivered as part of such Named Project;

Social Housing Remodelling or Refurbishment Project has the meaning ascribed to it in the Agreed Principles;

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

SoS Year has the meaning attributed to it in limb (a) of the definition of Indicative Projects;

Special Conditions means the conditions set out in Schedule 2;

SPEI Allowable Costs means those costs incurred by the Grant Recipient in delivering any Named Project calculated using generally acceptable accounting principles as follows:

- (a) the Project Costs;
- (b) all other direct costs of providing the CASSH Dwellings;
- (c) a proper proportion of costs (including for common infrastructure) if these are shared between CASSH Dwellings and other dwellings on sites where the CASSH Dwellings are situated; and/or
- (d) other costs permitted under the Subsidy Control Requirements of operating the CASSH Dwellings as affordable housing;

SPEI Assignment means the assignment to the Grant Recipient of the Delivery of the CASSH Dwellings, the details of which are set out at Schedule 6 of this Agreement as required under section 29 of the Subsidy Control Act 2022, together with the Public Service Obligation;

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 Subsidy Control Requirements the maximum amount of Subsidy which may be provided to fund a Named Project without Unlawful Subsidy arising;

SPEI Overpayment means in relation to a Named Project the extent to which Public Sector Funding (including the Named Project Grant) exceeds the SPEI Necessary Subsidy;

SPEI Revenue means all income (including all Public Sector Funding save for Named Project Grant) which the Grant Recipient or a Grant Recipient Affiliate receives for the purposes of or earns from the Named Project;

SPEI Review means a review by the GLA of the provision of funding given under this Agreement to determine whether an SPEI Overpayment has arisen in relation to any Named Project;

Start on Site means the occurrence of:

- (a) with respect to a New Build Project or a Social Housing Remodelling or Refurbishment Project, all of the following:
 - i either:
 - A the Grant Recipient and Building Contractor have entered into the Building Contract and the Building Contractor has taken possession of the Site; or
 - B where the Works will be undertaken by the Grant Recipient, a purchase order has been raised with respect to the Works and the Grant Recipient has taken possession of the Site; and

- ii the Start on Site Works have commenced;
- (b) with respect to an Acquisition (No Work Required) Project or Acquisition (Work Required) Project, the acquisition of a Completed Interest in the Site;

Start on Site Date means the date identified on OPS on which Start on Site is projected to occur and does occur;

Start on Site Tranche Grant means subject to Condition 7.6 such sum as is equivalent to the percentage of the Named Project Grant recorded on and agreed by GLA through OPS as payable when the Grant Recipient has achieved the Start on Site;

Start on Site Works means the commencement of the Works in relation to any CASSH Dwelling comprised in the relevant Named Project including:

- (a) in the case of a New Build Project:
 - i the digging of a trench which is to contain the foundations, or part of the foundations, of such dwelling;
 - ii the laying of any underground main or pipe to the foundations, or part of the foundations, of such dwelling or to any such trench as per (a) above;
 - iii any operation in the course of laying out or constructing a road or part of a road; or
 - iv such works of demolition or service diversion as are set out in Section 2 Affordable Housing Capital Funding Guide; or
- (b) in the case of a Social Housing Remodelling or Refurbishment Project, the substantive commencement of physical Works to the Site;

Subcontractor means any subcontractor appointed by the Grant Recipient to undertake all or part of the Grant Recipient's obligations under this Agreement;

Subsidy means any direct or indirect financial assistance which:

- (a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:
 - i a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;
 - ii the forgoing of revenue that is otherwise due;
 - iii the provision of goods or services, or the purchase of goods or services; or
 - iv a measure analogous to these,
- (b) confers an economic advantage on one or more Enterprises;

- (c) is specific insofar as it benefits, as a matter of law or fact, certain Enterprises over others in relation to the production of certain goods or services; and
- (d) has, or could have, an effect on trade or investment between the United Kingdom and any part of the European Economic Area and/or any other country or countries which the United Kingdom has entered into a trade agreement with which has provisions in respect of public sector funding arrangements;

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

- (a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland to the extent they are applicable in England;
- (b) European Union (Withdrawal Agreement) Act 2020;
- (c) European Union (Future Relationship) Act 2020;
- (d) Subsidy Control Act 2022; and
- (e) such requirements as may be specified in a CASSH Subsidy Scheme;

Substitute Dwelling means a dwelling proposed by the Grant Recipient pursuant to Condition 16 in substitution for a CASSH Dwelling;

Substitute Dwelling Acceptance Date means the date upon which the GLA accepts a Substitute Dwelling pursuant to Condition 16.3;

Substitute Dwelling Details means such details of a Proposed Substitute Dwelling as the GLA may request (acting reasonably) including at minimum the address of the Proposed Substitute Dwelling and the date that such dwelling is proposed to be substituted for the Original Dwelling;

TCPA means the Town and Country Planning Act 1990;

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

Tenancy Term means the term of the relevant tenure or license agreed by the GLA on OPS for each CASSH Dwelling;

Tenancy Type means the tenancy type (which may include, where agreed by the GLA in its sole discretion, a contractual license) set out and approved by the GLA in the Named Project Details set out on OPS for each CASSH Dwelling in a Named Project (as the same may be amended from time to time in accordance with the terms of this Agreement);

Tenant means (as the context requires):

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

Total Scheme Costs means in respect of a Named Project the sum recorded in OPS against the "Total Scheme Costs" line entry in the "Summary" section of the Named Project Details as at the Acceptance Date or the Additional Project Acceptance Date (as applicable) being the anticipated Project Costs to be incurred by the Grant Recipient;

Total Termination Event means this Agreement is or could be terminated as a whole pursuant to Condition 5.4.1;

Tranche means in respect of a Named Project and as applicable any of the Acquisition Tranche Grant, Start on Site Tranche Grant, Completion Tranche Grant or any additional tranche approved by the GLA pursuant to Condition 7.7;

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

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

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

Updated Total Scheme Costs means in respect of a Named Project the Actual Project Costs incurred by the Grant Recipient as updated by the Grant Recipient on OPS pursuant to Condition 10.7 and notified to the GLA on OPS;

Uplift Amount means an amount of the type described in the Recovery Determination and calculated for the purposes of Condition 14.9 in accordance with the methodology set out from time to time in the Affordable Housing Capital Funding Guide;

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

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

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

and the GLA is satisfied that the Grant Recipient and/or the subcontractor (as applicable) has taken such action as is appropriate taking in to account the nature and the circumstances of the relevant Prohibited Act. **Acting independently** for these purposes

means not acting with the authority or knowledge of any one or more of the directors of the Grant Recipient or relevant subcontractor;

Withholding Event means an event or circumstance of the type described in Condition 13.1; and

Works means in relation to each applicable Named Project all of the works (including design, infrastructure works and all other works necessary for obtaining access to each CASSH Dwelling) to be undertaken in order to ensure that the CASSH Dwellings comprised in a Named Project meet the CASSH Minimum Standards and are Delivered in accordance with the Named Project Details.

1.2 Interpretation

1.2.1 Words denoting any gender include all other genders.

1.2.2 The singular includes the plural and vice versa.

1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule 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 or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted.

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

1.2.7 Headings are for convenience of reference only.

1.2.8 A party means a party to this Agreement.

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

1.2.10 A paragraph in a Schedule shall be construed as references to a paragraph in that particular Schedule.

1.2.11 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.

1.2.12 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by the GLA, such consent or approval or notice shall only be validly given if it is in writing (including by email) and signed (or sent, if by email) by (if relevant) the officer stipulated in this Agreement or

such other person as may be specified by the GLA by notice in writing to the Grant Recipient.

- 1.2.13 An obligation to do anything includes an obligation to procure its being done.
- 1.2.14 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.15 The terms **Site, Indicative Project** and **Named Project** includes each and every part of it.
- 1.2.16 When there are two (2) or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.17 Save where a contrary intention is shown, any reference to the GLA acting reasonably shall be interpreted as requiring the GLA to act in a commercially reasonable manner and any reference to the exercise of discretion by GLA shall be construed as permitting GLA to exercise its discretion freely and without constraint of any kind.
- 1.2.18 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.19 The Grant Recipient shall in relation to the delivery of its obligations under this Agreement be responsible as against the GLA for the acts or omissions of any Grant Recipient Party as if they were the acts or omissions of the Grant Recipient.
- 1.2.20 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by the GLA, relieve the Grant Recipient of any of its obligations under this Agreement or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.
- 1.2.21 The terms "Allocated Grant", "Capital Grant" and "Named Project Grant" (unless the context precludes such interpretation) include every Tranche thereof.
- 1.2.22 Any reference to Section 8 Affordable Housing Capital Funding Guide in this Agreement refers to the section entitled "Resident Ballots for Estate Regeneration Projects" of such guide (and any successor, replacement or amendment of the same).
- 1.2.23 Any reference to a Section and/or a Chapter of the Affordable Housing Capital Funding Guide in this Agreement shall refer to any successor, replacement or amendment of such Section or Chapter from time to time.

- 1.2.24 Any terms used in the definition of "Subsidy" shall, unless the context requires otherwise, be construed as having the meaning given to them in the Subsidy Control Requirements.
- 1.2.25 In the event of any conflict between the information in the Approved Bid and the Named Project Details described in OPS, the Named Project Details shall prevail.
- 1.2.26 Where the GLA has agreed on OPS that the occupant of a CASSH Dwelling may be granted a licence, the use of the term "let" or "letting" in this Agreement shall be construed as including the grant or granting of a licence.

2 Purpose and acknowledgements

- 2.1 In consideration of the sum of £1 (receipt of which the GLA hereby acknowledges), the GLA has agreed to make the Allocated Grant available to the Grant Recipient to provide the CASSH Dwellings for the Agreed Purposes subject to and in accordance with the terms and conditions of this Agreement.
- 2.2 The Grant Recipient acknowledges and agrees that:
- 2.2.1 the Allocated Grant is being made available by the GLA on the express understanding that it is applied solely for the purposes of funding the Project Costs in respect of CASSH Dwellings comprised in a Named Project which are to be let to individuals within the Programme Client Group;
- 2.2.2 the Public Sector Funding in respect of a Named Project may not exceed an amount equal to the Actual Project Cost nor may the Public Sector Funding in respect of the Approved Bid exceed an amount equal to the aggregated Actual Project Costs incurred in respect of the delivery of the Approved Bid;
- 2.2.3 all funding under this Agreement is:
- (a) social housing assistance as defined in Section 32(13) of the HRA 2008; and
- (b) subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions and the provisions of Condition 14 represent the events and principles determined by the GLA for the purposes of Sections 31-34 of the HRA 2008;
- 2.2.4 the Grant Recipient must hold Registered Provider status at the point at which the CASSH Dwelling(s) comprised within each Named Project are made available for rent;
- 2.2.5 the provisions of this Agreement represent the conditions upon which the GLA makes the Allocated Grant available to the Grant Recipient for the purposes of section 19 and 31 of the HRA 2008 and any failure by the Grant Recipient to market, use and continue to use a CASSH Dwelling to accommodate individuals from the Agreed Client Group or otherwise comply with the terms of this Agreement or the occurrence of a Default Event or Withholding Event constitutes a failure to comply with a condition attached to the making of Capital Grant for

the purposes of paragraph 8(e) of the Recovery Determination (or any successor provision to that paragraph); and

2.2.6 without prejudice to any other terms of this Agreement:

- (a) the aggregate of the Acquisition Tranche Grant, Start on Site Tranche Grant, the Completion Tranche Grant and any other tranche approved by GLA (having regard to Condition 7.7) in each Named Project will represent one hundred per centum (100%) of the Named Project Grant;
- (b) the terms of the Affordable Housing Capital Funding Guide are incorporated within this Agreement (*mutatis mutandis*); and
- (c) the Grant Recipient must not advance or on-lend any Named Project Grant to a third party (in whole or in part);

2.3 The Grant Recipient shall comply with the Open Book Obligations.

2.4 The parties acknowledge that in setting the Affordable Rent Level, it may not be possible for the Grant 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 Grant 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 Grant Recipient's proposed Alternative Market Rent, the Grant 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 CASSH Dwelling in the Broad Market Rental Area (the **Comparable Market Rent**). In the circumstance contemplated in this Condition 2.4 the Grant Recipient should set the Affordable Rent Level by reference to the Comparable Market Rent.

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

2.6 The Grant Recipient expressly acknowledges the Agreed Principles and agrees to observe, be bound by and interpret its obligations in this Agreement in consideration of them.

3 **Monitoring and Reporting**

3.1 The Grant Recipient acknowledges the high importance to the GLA of it being advised when any circumstance occurs which may:

3.1.1 impact on the Grant Recipient's ability:

- (a) achieve the Milestones by the Milestone Dates; or
- (b) otherwise deliver any Indicative Project or Named Project in accordance with the terms of this Agreement;

3.1.2 change any assumptions in relation to any Named Project which would provide an opportunity for the Grant Recipient to deliver more CASSH Dwellings with the Allocated Grant;

- 3.1.3 indicate that the GLA is making available more grant than is required to deliver a Named Project; or
 - 3.1.4 constitute a Default Event or a Withholding Event
- (collectively the **Contract Monitoring Outputs**).
- 3.2 The Grant Recipient shall comply fully with the contract management and reporting obligations set out in this Condition 3.
 - 3.3 The GLA and the Grant Recipient shall attend a Review Meeting within ten (10) Business Days of each Quarter Date within the Delivery Monitoring Period (or within such longer period as the GLA may at its absolute discretion agree) to discuss (but without limitation):
 - 3.3.1 the Grant Recipient's performance against the information contained in the Named Project Details and any matters which may adversely impact on the Grant Recipient's performance against the same;
 - 3.3.2 progress updates in relation to each Indicative Project and Named Project including delivery forecasts, progress against previously given delivery forecasts, lettings forecasts and progress against previously given lettings forecasts;
 - 3.3.3 the occurrence of any Milestone Extension Event in respect of any Named Project;
 - 3.3.4 the Contract Monitoring Outputs;
 - 3.3.5 the information supplied pursuant to the Open Book Obligations;
 - 3.3.6 any CASSH Dwellings which have or will become unavailable for occupation either permanently or for a continuous period of two (2) weeks or more;
 - 3.3.7 any CASSH Dwellings scheduled to achieve Dwelling Completion within the upcoming three (3) months;
 - 3.3.8 any anticipated reductions in Total Scheme Costs;
 - 3.3.9 any circumstances which could impact on the Grant Recipient's ability to use any CASSH Dwelling for the Agreed Purposes; and
 - 3.3.10 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.
 - 3.4 The GLA or the Grant Recipient may also call a Review Meeting at any time outside of the quarterly cycle provided that the party requesting the meeting:
 - 3.4.1 gives reasonable prior written notice to the other of such meeting; and
 - 3.4.2 includes with the notice an agenda for such meeting.
 - 3.5 The GLA's Representative and the Grant Recipient's Representative (or, where agreed with the GLA in advance, such other member of the Grant Recipient's executive management

team) shall attend all Review Meetings during the term of this Agreement or for such longer period as the GLA (acting reasonably) requires.

3.6 Save as otherwise agreed between the parties, any meeting under this Condition 3 shall be minuted by the Grant Recipient and such minutes shall be distributed within ten (10) Business Days following the meeting to the GLA and any other attendee.

3.7 The Grant Recipient shall provide the GLA as soon as reasonably practicable with such information as the GLA shall reasonably require to support or facilitate the discussions referred to in this Condition 3 and shall use all reasonable endeavours to ensure the accuracy of any information provided.

3.8 The Grant Recipient shall promptly:

3.8.1 participate in any monitoring and/or evaluation of the CASSH that DHSC or GLA or its or their agents may require from time to time; and

3.8.2 supply (subject always to its data protection obligations under Condition 35) any information or data requested by DHSC, GLA or its or their agents in respect of any such monitoring and/or evaluation, which may include information/data pertaining to any CASSH Dwellings (including, inter alia, addresses and tenures of such dwellings); and

3.8.3 accurately update OPS with such information as may be requested by GLA from time to time (acting reasonably) in connection with such monitoring and/or evaluation and/or the terms of this Agreement; and

3.8.4 declare to the GLA any personal or pecuniary relationship which exists or arises between the Grant Recipient or any Grant Recipient Party and any Member of Parliament in the United Kingdom.

3.9 During the Delivery Monitoring Period the Grant Recipient shall:

3.9.1 review the Named Project Details and details of any Indicative Project (including for the avoidance of doubt any Milestones or Milestone Dates) regularly (and at least each month) and promptly and accurately update any such details which have changed or become out of date;

3.9.2 promptly provide the GLA with:

(a) such information as the GLA shall reasonably require regarding the length and nature of the Secure Legal Interest which the Grant Recipient possesses or will possess; and

(b) such evidence as the GLA may reasonably require in order to determine whether any Tenant meets the relevant criteria for the applicable Agreed Client Group.

3.10 The parties acknowledge and agree that GLA may from time to time review whether the Grant Recipient continues to meet the requirements for Investment Partner status and the Grant Recipient will co-operate with such review and will provide GLA with such further

information, evidence and/or explanation with respect to any such review as GLA may request.

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

4 **Revenue Funding**

- 4.1 Where the Named Project Details identify that Revenue Funding is committed to a Named Project:

- (a) the Grant Recipient must secure the relevant Revenue Funding within such timescales as may be necessary to deliver the Agreed Support Services in accordance with the Named Project Details; and
- (b) if any body which has committed the Revenue Funding withdraws or reduces (or the Grant Recipient believes they are likely to withdraw or reduce) such Revenue Funding, the Grant Recipient must:
 - i promptly notify the GLA;
 - ii without prejudice to the GLA's rights under Conditions 5, 13 and 14 (and without any expectation that the GLA would provide further funding)- the parties will work together to identify whether:
 - A the relevant Named Project can still be delivered in accordance with this Agreement; or
 - B alternative arrangements can be made to allow the Named Project or a substantially similar project to be delivered,

and the Grant Recipient will promptly co-operate with the GLA in respect of any discussions or arrangements undertaken pursuant to Condition 4.1(b) and will amend the Named Project Details on OPS accordingly and/or document and effect any alternative arrangements agreed by such other means as the GLA may determine.

- 4.2 In the circumstances contemplated in Condition 4.1 the GLA shall be entitled but not obliged to waive its rights under Conditions 5,13 and 14 with regards to the Revenue Funding committed to that Named Project.

5 **Default Events**

- 5.1 The following circumstances shall constitute a Default Event:

- 5.1.1 failure by the Grant Recipient to comply with its obligations in Condition 3, Condition 8.5 or Condition 12 and/or any information supplied in connection with its obligations in Condition 3, Condition 8.5 or Condition 12, whether in relation to the Contract Monitoring Outputs or otherwise is materially deficient, misleading or inaccurate;

- 5.1.2 the Grant Recipient is unable to make the representations and give the warranties set out in this Agreement (in any case in whole or in part) and there is a resulting Material Adverse Effect in relation to:
 - (a) the Approved Bid; or
 - (b) a Named Project;
- 5.1.3 an Insolvency Event has occurred in relation to the Grant Recipient;
- 5.1.4 a Prohibited Act has been committed by or on behalf of the Grant Recipient (in respect of which the Waiver Condition has not been satisfied);
- 5.1.5 a breach of the Open Book Obligations;
- 5.1.6 the GLA determines (acting reasonably) that proper progress against the Grant Recipient's projections in the Approved Bid has not been made by the Grant Recipient in delivering the Approved Bid;
- 5.1.7 the Grant Recipient ceases operating;
- 5.1.8 the Grant Recipient's status as a Registered Provider is lost, relinquished or removed;
- 5.1.9 the Grant Recipient's Investment Partner status is lost or removed in its entirety;
- 5.1.10 the Regulator directs or recommends that grant is not to be paid to the Grant Recipient or the GLA understands that such a direction or recommendation is likely to be made;
- 5.1.11 a breach of Condition 8 (other than Condition 8.5) or a breach of the CASSH Minimum Standards in respect of a Named Project;
- 5.1.12 a failure or inability by the Grant Recipient to comply with:
 - (a) the requirements of Condition 10; or
 - (b) any obligation to pay or repay any amounts due under this Agreement;
- 5.1.13 any other breach of the Agreement which has a Material Adverse Effect;
- 5.1.14 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's, DHSC the CASSH's or the Mayor of London's reputation or brings the GLA, DHSC, the CASSH or the Mayor of London into disrepute;
- 5.1.15 a breach of Condition 4 or a CASSH Project Breach has occurred;
- 5.1.16 any of the following events or circumstances occur:
 - (a) a breach of the Estate Regeneration Requirement;

- (b) the Grant Recipient has failed to comply with the Estate Regeneration Requirement in circumstances where in the GLA's reasonable opinion the Estate Regeneration Requirement ought to have been complied with (having regard to Section 8 Affordable Housing Capital Funding Guide);
 - (c) having regard to any planning permission obtained for the Site or reports issued to residents affected by the delivery of the Named Project, in the GLA's reasonable opinion, a breach of the Estate Regeneration Requirement is likely to occur; or
 - (d) in the GLA's opinion the Grant Recipient has partitioned the Site in order to avoid the application of the Resident Ballot Requirement;
- 5.1.17 the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) change so that such certificate is no longer correct in all material respects;
- 5.1.18 an Exemption Certificate expires or is withdrawn by the GLA;
- 5.1.19 any Drawdown Condition is not satisfied within the relevant timescales required by the GLA (in its absolute discretion);
- 5.1.20 a failure to use a CASSH Dwelling for the Agreed Purposes (save where the GLA has provided advance written consent or where the GLA has accepted a Substitute Dwelling pursuant to Condition 16.3);
- 5.1.21 a breach of the Special Conditions;
- 5.1.22 the Grant Recipient's Investment Partner status has been restricted such that it does not extend to the relevant Named Project.
- 5.2 The Grant Recipient must notify the GLA immediately in writing on the occurrence of a Default Event.
- 5.3 Without prejudice to Condition 5.4, in the event of the occurrence of a Default Event and for so long as that Default Event subsists (or another Default Event has occurred and is continuing) the GLA shall be entitled to reject the submission of any New Named Project, Additional Project or Substitute Dwelling on OPS.
- 5.4 Where the Default Event is:
 - 5.4.1 an occurrence specified in Conditions 5.1.3, 5.1.4, 5.1.7, 5.1.8 , 5.1.9 and/ or 5.1.14 the GLA shall be entitled forthwith and without any liability to the Grant Recipient terminate the Agreement;
 - 5.4.2 an occurrence specified in Conditions 5.1.1, 5.1.2(a), 5.1.5, 5.1.6, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.15 to 5.1.19 (inclusive) and/or 5.1.21 the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy the breach or failure and if within a period of 30 (thirty) Business Days following service of such notice:
 - (a) the breach or failure has not been remedied;

- (b) where so permitted by the GLA the Grant Recipient has not given an undertaking to remedy the breach on terms satisfactory to the GLA; or
- (c) if it becomes apparent that the Default Event is incapable of remedy either within such period or at all,

the GLA shall be entitled on giving not less than ten (10) Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement to terminate this Agreement insofar as it relates to the Named Project to which the Default Event relates;

5.4.3 an occurrence specified in Condition 5.1.2(b), 5.1.22 and/or Condition 14.3.4(d) the GLA shall be entitled forthwith and without any liability to the Grant Recipient but without determining the whole of this Agreement terminate the Agreement insofar as it relates to the Named Project to which the relevant Default Event relates;

5.4.4 an occurrence specified in Condition 5.1.20 the GLA may serve notice on the Grant Recipient requiring the Grant Recipient to remedy or mitigate the effects of the Default Event and if within a period of 30 (thirty) Business Days following service of such notice:

- (a) the breach or failure has not been remedied;
- (b) where so permitted by the GLA the Grant Recipient has not given an undertaking to remedy or mitigate the effects of the breach on terms satisfactory to the GLA; or
- (c) if it becomes apparent that the Default Event is incapable of remedy either within such period or at all,

the GLA shall be entitled on giving not less than ten (10) Business Days' notice and without any liability to the Grant Recipient but without determining the whole of this Agreement terminate the Agreement insofar as it relates to the CASSH Dwelling(s) which is the subject of the Default Event.

5.5 Where the GLA purports to terminate this Agreement in accordance with this Condition 5 and the Grant Recipient disputes its entitlement to do so the provisions of Condition 28 shall apply.

6 **Indicative Projects**

6.1 The Grant Recipient confirms that such details of the Indicative Projects comprised in the Original Approved Bid as are required by the GLA have been included in OPS by the date of this Agreement.

6.2 If the Indicative Projects are accepted by the GLA in OPS (pursuant to Condition 19.3.1 or otherwise) the Grant Recipient acknowledges that the terms of this Condition 6 apply from the date of that acceptance.

6.3 The Grant Recipient must ensure that the Indicative Projects are worked up so that the Committed Number of Indicative Dwellings are:

- 6.3.1 profiled into Named Projects on OPS in accordance with the procedures set out in Condition 7.1;
 - 6.3.2 achieve Start on Site in the relevant SoS Year; and
 - 6.3.3 achieve Completion in the relevant Completion Year.
- 6.4 If the Grant Recipient fails to comply with its obligations in Condition 6.3 the GLA shall be entitled to reduce the Indicative Allocation by the Reduction Amount and shall have no further obligation to the Grant Recipient in relation to any Non-Compliant Dwellings whether profiled into a Named Project or otherwise.
- 6.5 Any reduction in the Indicative Allocation will result in a commensurate reduction in the Allocated Grant.
- 6.6 Once an Indicative Project has been profiled into a Named Project on OPS in accordance with Condition 7.3, the Indicative Allocation shall, notwithstanding the quantum of the Indicative Allocation which appears on OPS, be deemed to be reduced by an amount equal to the Named Project Grant allocated to that Named Project.

7 Named Projects – Submission Procedures

- 7.1 Where the Grant Recipient identifies a New Named Project, it must give to the GLA such details as the GLA may require, including any proposed Named Project Details required by OPS in respect of the New Named Project
- 7.2 In submitting the details of each New Named Project, the Grant Recipient is deemed to represent and warrant to the GLA that:
- 7.2.1 such project:
 - (a) is consistent with the Approved Bid;
 - (b) is or will at the point of Completion be compliant with the CASSH Minimum Standards;
 - (c) is in its opinion (acting reasonably) deliverable in accordance with the Named Project Delivery Timetable;
 - (d) comprises no Public Sector Funding beyond that identified in the Named Project Details;
 - (e) will comprise no dwellings which have not been acquired, developed, converted, refurbished, repaired, Rehabilitated or designed for use by persons which meet the description in the Agreed Client Group;
 - 7.2.2 the Grant Recipient:
 - (a) possesses or will possess a Secure Legal Interest;
 - (b) has obtained all Consents necessary for the lawful Delivery of the Named Project to the CASSH Minimum Standards and in accordance with the Named Project Details (as are then required);

- (c) has complied with all applicable requirements of the Affordable Housing Capital Funding Guide in relation to the Named Project; and
 - (d) has notified and secured the support of the Local Housing Authority of the area in which the Named Project will be Delivered (unless otherwise agreed by the GLA on OPS);
 - (e) will comply with any requirements of the Minimum Building Safety Standards applicable to the CASSH Dwellings comprised within the Named Project by Completion;
- 7.2.3 the initial rent and service charge level for any CASSH Dwelling shall be set at or below the level set out in the Named Project Details;
- 7.2.4 where the Named Project Details identify that any Revenue Funding is committed to the Named Project:
- (a) such Revenue Funding has been secured; or
 - (b) insofar as the Grant Recipient is aware (or ought to be aware, having made all reasonable and proper enquiries) such Revenue Funding will be secured within any timescales necessary to deliver the Agreed Support Services in accordance with the Named Project Details;
- 7.2.5 the Named Project does not and will not (when developed or remodelled) fall in whole or in part within the definition of a Residential Care Home.
- 7.3 If the GLA:
- 7.3.1 (acting reasonably) is satisfied with the details submitted under Condition 7.1;
 - 7.3.2 considers that the New Named Project is consistent with the Approved Bid (including the project cost information and information in relation to the level of the Grant Recipient's contribution),
 - 7.3.3 where relevant, is satisfied that the Grant Recipient has fulfilled or will fulfil any Drawdown Condition in the timescales required by the GLA;
 - 7.3.4 is satisfied (in its absolute discretion) that the New Named Project will achieve (as applicable) Acquisition by the Acquisition Date, Start on Site by the Start on Site Date and Completion by the Named Project Completion Date,
- it will, subject to Condition 5.3, confirm its acceptance of the New Named Project to the Grant Recipient through OPS.
- 7.4 With effect from the Acceptance Date, the New Named Project shall constitute a Named Project and shall be subject to the whole terms and conditions of this Agreement.
- 7.5 The GLA has no obligation to make any payment of grant in respect of a Named Project unless and until it has confirmed its acceptance of it in the manner described in Condition 7.3.

- 7.6 The GLA may at its absolute discretion vary the percentages attributed to Acquisition Tranche Grant, Start on Site Tranche Grant and Completion Tranche Grant from time to time save that, subject to Condition 7.7 and Condition 11.3, no such variation will take effect in relation to any Tranche that has already been paid.
- 7.7 In exceptional circumstances, the GLA may consider providing an additional tranche of funding for a Named Project outside of the Acquisition Tranche Grant, Start on Site Tranche Grant and Completion Tranche Grant. In allowing the Grant Recipient to claim an additional tranche (which shall be in GLA's absolute discretion), the GLA shall be entitled to require as a condition of such claim that the Grant Recipient makes such additional representations and warranties as the GLA considers necessary or desirable. Any claim for additional tranche shall have due regard to Condition 2.2.6(a) and GLA's rights under Condition 7.6.
- 7.8 The Grant Recipient agrees that:
- 7.8.1 the amount of Named Project Grant may be revised by the GLA if the Updated Total Scheme Costs are less than the Total Scheme Costs;
- 7.8.2 in the circumstances contemplated in Condition 7.8.1 the Named Project Grant shall be reduced to the Revised Named Project Grant Sum; and
- 7.8.3 where the GLA has reduced the Named Project Grant to the Revised Named Project Grant Sum as a result of the circumstances set out in Condition 7.8.1 and Condition 7.8.2, the GLA shall be entitled to take the actions set out in Condition 11.3.
- 7.9 Under no circumstances shall the GLA be obliged to accept any New Named Project as a Named Project if the GLA (acting reasonably) believes that it does not, will not or is unlikely to have sufficient financial resources available to it (taking account inter alia of its commitments under the CASSH or other programme commitments) to provide Named Project Grant in relation to the relevant project.

8 **Named Project Obligations**

- 8.1 The Grant Recipient must in relation to each Named Project:
- 8.1.1 carry out the acquisition of the Site and procure the completion of the Works (as applicable) so that:
- (a) the Named Project is:
- i (subject to Condition 9.2) Delivered and made available for letting in accordance with the Named Project Delivery Timetable; and
- ii in any event achieves Completion by the Named Project Completion Longstop Date;
- (b) when Delivered, the Named Project fully complies with the Named Project Details and meets the CASSH Minimum Standards;
- (c) any applicable requirements of the London Plan are satisfied;

- (d) any applicable requirements of Procurement Law and the Consents are complied with;
 - 8.1.2 procure that prior to any CASSH Dwelling comprised in the relevant Named Project being occupied, any certifications required under any building safety Legislation arising out of the Building Safety Act 2022 in respect of the Named Project (or any part thereof) are obtained (including certification that the CASSH Dwelling has passed "Gateway 3" (or any similar or comparable stage in construction identified in any applicable Legislation));
 - 8.1.3 procure that the Named Project complies with the Minimum Building Safety Standards in all respects and the parties acknowledge and agree that the GLA shall be under no obligation to provide any exemption in respect of the Minimum Building Safety Standards;
 - 8.1.4 take such steps as are necessary to ensure (as far as practicable) the letting of the CASSH Dwellings to Eligible Tenants at the Named Project Completion Date (or as soon as reasonably possible thereafter);
 - 8.1.5 promptly notify the GLA in writing of any failure or likely failure to comply with Condition 8.1; and
 - 8.1.6 actively market the CASSH Dwellings with a view to ensuring (as far as practicable) the disposal or letting of such dwellings to Eligible Tenants at Completion (or as soon as reasonably possible thereafter);
- 8.2 Where a Named Project is an Estate Regeneration Project the Grant Recipient must:
- 8.2.1 comply with the obligations set out in Section 8 Affordable Housing Capital Funding Guide; and
 - 8.2.2 provide GLA with either:
 - (a) the Compliance Checklist, where the Resident Ballot Requirement applies; or
 - (b) in any other circumstances, the Exemption Certificate,
 before any Tranche is claimed pursuant to Condition 10.1.
- 8.3 In delivering each Named Project and in operating and administering a Named Project after Completion, the Grant Recipient must:
- 8.3.1 observe and comply with Legislation, the applicable terms of the Affordable Housing Capital Funding Guide, the Recovery Determination and the Consents;
 - 8.3.2 use its reasonable endeavours to deliver on any commitments and/or proposals agreed in respect of the CASSH and/or the Named Project and set out OPS;
 - 8.3.3 have regard to the objectives and guidance set out in the Bidding Prospectus; and

- 8.3.4 ensure that the allocations and nominations processes for each CASSH Dwelling:
- (a) comply with any applicable Legislation, allocations policies and Nominations Arrangements; and
 - (b) and are made in consideration of local needs and priorities.
- 8.4 The Grant Recipient shall procure that the GLA's Representative (or any person nominated by them) shall (subject to the terms of the occupier's tenancy agreement or licence (as applicable)) have at all reasonable times and upon giving reasonable notice the right to enter a CASSH Dwelling and to take such action as they consider appropriate to monitor compliance by the Grant Recipient with its obligations under this Agreement.
- 8.5 The Grant Recipient must notify the GLA in writing (save in respect of Conditions 8.5.1 and 8.5.2 , where notification is required to be given through OPS):
- 8.5.1 immediately once Acquisition, Start on Site and Completion has occurred with respect to each Named Project;
 - 8.5.2 immediately, in the event of the receipt by it of any other Public Sector Funding or guarantees of it, or the offer of the same, in respect of a Named Project (or any part of it) beyond any amount of Public Sector Funding notified to the GLA by the Grant Recipient pursuant to Condition 7.2;
 - 8.5.3 promptly of any Restructure relating to the Grant Recipient which it anticipates will occur in the next following six (6) month period;
 - 8.5.4 promptly of any Change in Control relating to the Grant Recipient which it anticipates will occur in the next following six (6) month period;
 - 8.5.5 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect;
 - 8.5.6 in the case of the Grant Recipient being a Profit Making Organisation, promptly of any change in the board of management of the Grant Recipient; and
 - 8.5.7 of any other event or circumstance in relation to a Named Project as the GLA may reasonably require from time to time and within such timeframes as the GLA may reasonably require.
- 8.6 Without prejudice to Condition 8.3, the Grant Recipient must in operating and administering each Named Project after Completion:
- 8.6.1 not without the GLA's prior written consent (such consent to be given or withheld in the GLA's absolute discretion) use the CASSH Dwellings for any purpose other than the relevant Agreed Purposes;
 - 8.6.2 subject to any contrary requirement of Legislation comply with the Rent Standard and the Tenancy Standard to the extent applicable to the CASSH Dwelling and with applicable Guidance;

- 8.6.3 not charge a higher initial rent or service charge in relation to a CASSH Dwelling than set out in the relevant Named Project Details and ensure that such rent and service charge is set and continues to be set and charged in accordance with the applicable criteria and requirements of the Rent Standard, applicable tenancy agreement or licence and this Agreement;
 - 8.6.4 ensure that the service charge set and/or charged in respect of each CASSH Dwelling is reasonable and proportionate to the management services provided;
 - 8.6.5 comply at its own cost with the GLA's requirements in relation to Compliance Audit;
 - 8.6.6 procure and comply with all necessary Consents relevant to the nature and operation of the CASSH Dwelling;
 - 8.6.7 offer to each resident of the CASSH Dwellings a tenancy or licence which reflects the Tenancy Type for the Tenancy Term agreed with the GLA on OPS;
 - 8.6.8 comply with the provisions of Condition 12; and
 - 8.6.9 observe and comply with applicable requirements of the Affordable Housing Capital Funding Guide in relation to:
 - (a) the purpose, client group, letting, management and disposal of the CASSH Dwellings; and
 - (b) the nature of the housing and/or housing products (as described in the Affordable Housing Capital Funding Guide) being funded pursuant to this Agreement;
 - 8.6.10 provide the GLA with Exemption Evidence prior to the occupation of any CASSH Dwelling which comprises Exempt Accommodation;
 - 8.6.11 where applicable, participate in the CORE system from time to time (including recording any lettings made);
 - 8.6.12 ensure that where a Named Project is subject to the Resident Ballot Requirement, the proposals set out in the Landlord Offer are complied with; and
 - 8.6.13 comply with any Legislation, instructions, direction, conditions, regulations and guidance issued by any Regulatory Body which are in force and apply in England in relation to building safety.
- 8.7 The Grant Recipient shall 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 Grant Recipient from time to time or otherwise as included in the Affordable Housing Capital Funding Guide are observed and implemented in respect of each Named Project.
- 8.8 In discharging its obligations under this Agreement or making any representation or warranty under this Agreement, the Grant Recipient must act at all times with the utmost good faith, with the intent to deliver the Approved Bid as appended to this Agreement and with proper regard to the need for efficiency in the use of public funds.

8.9 The Grant Recipient must comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and comply with the GLA's anti-fraud and corruption policies, a copy of which is available here:<https://www.london.gov.uk/about-us/governance-and-spending/good-governance/our-procedures>, in each case as the GLA or the relevant industry body may update from time to time.

8.10 Where the Grant Recipient is aware that it is in breach of an obligation under this Condition 8 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.

8.11 Notwithstanding any other provision of this Agreement the Grant Recipient shall, unless otherwise agreed by the GLA, remain liable and responsible for the performance of its obligations under this Agreement in relation to each CASSH Dwelling.

9 **Changes to Named Projects**

9.1 The parties may from time to time agree changes to the Named Project Details or the Indicative Projects and where such changes are agreed they shall be implemented by the Grant Recipient amending the Named Project Details or Indicative Projects in OPS and the electronic confirmation of that amendment by the GLA through OPS and in default of agreement the parties will be bound by the Named Project Details or Indicative Projects as they existed prior to the changes proposed under this Condition 9.1.

9.2 Where a Milestone Failure occurs or is in the opinion of the GLA reasonably likely to occur (having regard to any information provided pursuant to any of Conditions 3 or 8 or otherwise) and:

9.2.1 where such failure is directly caused by a Milestone Extension Event the GLA shall, subject always to Condition 9.4, extend the relevant Milestone Date and any subsequent Milestone Dates by such period as it (acting reasonably) considers appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event; or

9.2.2 where such failure is not directly caused by a Milestone Extension Event, the GLA shall notify the Grant Recipient of the Milestone Failure and the parties shall within 30 (thirty) Business Days of such notification seek to agree revised Milestone Dates and:

(a) where revised Milestone Dates are agreed within such period the Grant Recipient shall promptly amend the Milestone Dates in accordance with Condition 9.1; or

(b) where revised Milestone Dates are not agreed within such period the Milestone Failure shall be treated as a Default Event under Condition 5.1.11.

9.3 The GLA shall not be obliged to extend a Milestone Date:

9.3.1 unless a Milestone Extension Event exists; or

9.3.2 in circumstances where such extension would (when taken individually or together with other extensions in relation to the Grant Recipient) in the GLA's reasonable opinion materially and adversely affect the delivery of the Approved Bid or (when taken individually or together with other extensions allowed in relation to the Grant Recipient or other grant recipients of the CASSH or AHP 2021/26) materially and adversely affect the GLA's projected expenditure profile in relation to any year of the CASSH or AHP 2021/26 and in particular (but without limitation) such expenditure profile in relation to the last quarter of the relevant Financial Year.

9.4 The parties may agree to extend any Milestone Date in accordance with the process set out in Condition 9.2 provided that the GLA shall not under any circumstances be required or obliged to extend a:

9.4.1 Start on Site Date beyond the date set out in OPS by which Start on Site must have been achieved;

9.4.2 Named Project Completion Date beyond the earlier of the date set out in OPS by which Completion must be achieved or the Named Project Completion Longstop Date,

but may at its sole discretion elect to do so.

9.5 The Parties acknowledge and agree that any change requested under this Agreement to the Milestone Dates or to the Named Project Completion Longstop Date may require the GLA to obtain DHSC's prior consent and it shall not be unreasonable for the GLA to delay or refuse the relevant approval or consent to such change where such delay or refusal is directly or indirectly caused or required by DHSC.

10 **Grant Claim Procedures**

10.1 Subject to:

10.1.1 a Named Project having reached the Acquisition Date;

10.1.2 where such Named Project is an Estate Regeneration Project, the Estate Regeneration Funding Condition having been satisfied;

10.1.3 the Grant Recipient being in possession of a Completed Interest (save where the GLA has provided the Drawdown Confirmation, having regard to paragraphs 2.2 and 2.3 of the Agreed Principles); and

10.1.4 the GLA having provided the Grant Recipient with written approval (to be given in the GLA's absolute discretion) that the Grant Recipient may submit a claim for Acquisition Tranche Grant,

the Grant Recipient may apply to the GLA for the Acquisition Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures relating to grant claims and payments set out in the Affordable Housing Capital Funding Guide.

- 10.2 In submitting an application pursuant to Condition 10.1 the Grant Recipient repeats the representations and warranties set out in Condition 7.2 (save in respect of Condition 7.2.2(a) and 7.2.2(b)) and further represents and warrants to the GLA that:
- 10.2.1 the Site has been acquired and the Works have been or will be procured, designed and carried out (as applicable) in accordance with the CASSH Minimum Standards and requirements of this Agreement;
 - 10.2.2 the Acquisition Date has been reached and that such date is no later than that submitted in OPS by the Grant Recipient and accepted by GLA (in its absolute discretion);
 - 10.2.3 all confirmations and certifications made or to be made by the Grant Recipient, in OPS (or as otherwise required by this Agreement) in relation to the Named Project have been or will be correct in all material respects, including the projected Total Scheme Costs;
 - 10.2.4 it has obtained all Consents necessary for the lawful design, construction refurbishment or remodelling of the Named Project in accordance with the Named Project Details and to the CASSH Minimum Standards as are then required or to the extent that they are not obtained that the Grant Recipient has taken all necessary steps to obtain them, is waiting only for the Relevant Authority to issue them and is not aware (having made all reasonable enquiries) of any reason why such Consents will not be given or issued;
 - 10.2.5 the Named Project comprises (or will comprise) no dwellings which have not been designed for use by those in the relevant Agreed Client Group;
 - 10.2.6 the Grant Recipient:
 - (a) is a Registered Provider; and
 - (b) retains its status as an Investment Partner and such status extends to the Named Project in respect of which the application under Condition 10.1 has been made;
 - 10.2.7 no Withholding Event or Default Event has occurred or arisen;
 - 10.2.8 the CASSH Minimum Standards have been or will be met in respect of the Named Project;
 - 10.2.9 it has complied with (or will comply with) Condition 4 within any timescales required in such provisions;
 - 10.2.10 either:
 - (a) the Named Project is not an Estate Regeneration Project; or
 - (b) the Estate Regeneration Requirement has been or will be complied with and to the best of the Grant Recipient's knowledge (having made all reasonable and proper enquiries):

- i no material facts or circumstances exist which prejudice such compliance or mean that the Compliance Checklist or the Exemption Certificate (as applicable) is no longer correct in all material respects; and
 - ii the Exemption Certificate remains extant and has not been withdrawn by the GLA; and
 - 10.2.11 save where the GLA has provided the Drawdown Confirmation:
 - (a) the Grant Recipient possesses a Completed Interest; and
 - (b) the Grant Recipient is registered or has applied for registration as the proprietor of the Site at the Land Registry.
 - 10.2.12 where applicable, the Grant Recipient has satisfied any Drawdown Conditions within any timescales required by the GLA (in its absolute discretion);
 - 10.2.13 the Grant Recipient or (where relevant) their superior landlord does not appear on the London Rogue Landlord and Agent Checker database maintained by the GLA;
 - 10.2.14 where a Named Project comprises any Exempt Accommodation, the Grant Recipient has provided (or will provide) the GLA with the Exemption Evidence before the Eligible Tenant occupies the relevant CASSH Dwelling;
 - 10.2.15 in the terms of any additional representations and warranties that the GLA may require in respect of any additional tranche provided pursuant to Condition 7.7;
 - 10.2.16 the Named Project does not fall in whole or in part within the definition of a Residential Care Home; and
 - 10.2.17 Start on Site is scheduled to occur on or before the date set out in OPS by which Start on Site must have been achieved.
- 10.3 Subject to a Named Project having reached the Start on Site Date, and where such Named Project is an Estate Regeneration Project, the Estate Regeneration Funding Condition having been satisfied the Grant Recipient may apply to the GLA for the Start on Site Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.
- 10.4 In submitting an application pursuant to Condition 10.3 or in the case where Start on Site has been achieved but no sum is payable by way of Start on Site Tranche Grant as determined through OPS, the Grant Recipient repeats the representations and warranties at Condition 10.2.1, 10.2.3 to 10.2.6(a) (inclusive), 10.2.7 to 10.2.10 (inclusive), 10.2.12 to 10.2.17 (inclusive) and further represents and warrants to the GLA that:
- 10.4.1 Start on Site has (where applicable) been reached by such date that is no later than that submitted in OPS by the Grant Recipient and accepted by GLA (in its absolute discretion);

- 10.4.2 the Grant Recipient retains its status as an Investment Partner and such status extends to the Named Project in respect of which the application under Condition 10.3 has been made;
 - 10.4.3 the Grant Recipient possesses a Completed Interest; and
 - 10.4.4 the Grant Recipient is registered or has applied for registration as the proprietor of the Site at the Land Registry.
- 10.5 Subject to:
- 10.5.1 a Named Project having reached the Named Project Completion Date and such date falling on or before the Named Project Completion Longstop Date; and
 - 10.5.2 compliance by the Grant Recipient with Condition 10.7,
- the Grant Recipient may apply to the GLA for the Completion Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in accordance with the requirements of OPS from time to time and in compliance with the applicable procedures set out in the Affordable Housing Capital Funding Guide.
- 10.6 In submitting an application pursuant to Condition 10.5 the Grant Recipient repeats the representations and warranties at Condition 10.2.1, 10.2.3 to 10.2.6(a) (inclusive), 10.2.7 to 10.2.10 (inclusive), 10.2.12 to 10.2.17 (inclusive) and further represents and warrants to the GLA that:
- 10.6.1 the Named Project:
 - (a) has reached Completion on or before the Named Project Completion Longstop Date (unless otherwise expressly agreed by the GLA in its sole discretion) and
 - (b) meets the CASSH Minimum Standards and the Grant Recipient has complied with any requirements of the Minimum Building Safety Standards applicable to the CASSH Dwellings comprised within the Named Project;
 - 10.6.2 the Grant Recipient retains its status as an Investment Partner and such status extends to the Named Project in respect of which the application under Condition 10.5 has been made;
 - 10.6.3 the Grant Recipient possesses a Completed Interest;
 - 10.6.4 the Grant Recipient is registered or has applied for registration as the proprietor of the Site at the Land Registry; and
 - 10.6.5 the Updated Total Scheme Costs are accurately and fairly presented.
- 10.7 The Grant Recipient must provide the Updated Total Scheme Costs (if different to the Total Scheme Costs) on OPS within ten (10) Business Days prior to making any application in respect of a Named Project pursuant to Condition 10.5 or Condition 10.8.

10.8 Where Completion has been achieved but no sum is payable by way of Completion Tranche Grant (as determined through OPS) the Grant Recipient:

10.8.1 must make an application on OPS in accordance with Condition 10.5 within ten (10) Business Days of Completion of the relevant Named Project as if it were applying for Completion Tranche Grant; and

10.8.2 will be deemed to make the representations and warranties set out in Condition 10.6 with respect to the relevant Named Project at the time of submitting such application in OPS.

10.9 Where any Named Project is identified on OPS as being an MMC Project, the parties may agree alternative dates for the payment of Named Project Grant and/or Milestones (which better reflect the nature and characteristics of Modern Methods of Construction) in OPS or in such other medium as GLA may specify and where this Condition 10.9 applies the GLA reserves the right to:

10.9.1 require that the Grant Recipient makes additional representations and warranties as a condition of any claim for Named Project Grant;

10.9.2 include any additional delivery obligations having regard to the use of the Modern Methods of Construction; and

10.9.3 require the Grant Recipient to document and effect such additional representations and warranties and/or delivery obligations by such method as the GLA may determine.

11 **Payment of Grant**

11.1 Subject to:

11.1.1 the GLA (acting reasonably) being satisfied with the Grant Recipient's application for payment including the information warranted under this Agreement;

11.1.2 the GLA being satisfied that any applicable Drawdown Conditions have been fulfilled within any timescales required by the GLA (in its absolute discretion); and

11.1.3 Conditions 9, 11.3 and 13,

the GLA shall (resources permitting) pay the Applicable Tranche to the Grant Recipient within ten (10) Business Days of receipt of the satisfactory application.

11.2 If the GLA is not satisfied with the Grant Recipient's application for payment and/or the matters identified in Condition 11.1, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for payment identifying the reason for its dissatisfaction. The GLA must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of Condition 10 and this Condition 11 (as applicable) will be reapplied to the Grant Recipient's resubmitted or amended application for payment.

11.3 Where Condition 7.8.3 applies GLA shall be entitled to do any of the following:

11.3.1 reduce the Completion Tranche Grant claimed pursuant to Condition 10.6 by an amount equal to the Differential Grant Amount and if the reduction would result in the Completion Tranche Grant figure being a negative figure (and representing therefore an overpayment of grant), GLA shall also be entitled to reclaim a sum equivalent to the negative figure expressed as a positive sum; or

11.3.2 reclaim the Differential Grant Amount from the Grant Recipient

and where GLA exercises its rights to reclaim grant under this Condition 11.3 the Grant Recipient shall pay the amount due within 15 (fifteen) Business Days of receipt of GLA's demand for the same.

11.4 The GLA shall not be obliged to pay the Grant Recipient any Tranche before the date identified in the Named Project Details as the applicable forecast Milestone Date.

11.5 The GLA shall not be obliged to pay:

11.5.1 the Acquisition Tranche Grant unless the Named Project is in the GLA's opinion (acting reasonably) likely to achieve Start on Site by the forecast Start on Site Date; or

11.5.2 any Tranche if the Named Project has not:

(a) been accepted by the GLA through OPS; and

(b) achieved (as applicable):

i Acquisition;

ii Start on Site;

iii Completion; or

iv where expressly agreed by the GLA, such other Milestone;

by the relevant Milestone Date identified in the Named Project Details which GLA has expressly agreed (subject to any extension to such date pursuant to Condition 9).

11.6 The parties acknowledge and agree that notwithstanding any other provision of this Agreement, the GLA shall not be obliged to pay the Completion Tranche Grant in respect of any Named Project which has not achieved Completion by the Named Project Completion Longstop Date (but may in its sole discretion elect to do so).

11.7 Where the GLA pays Named Project Grant to the Grant Recipient, the Allocated Grant shall be reduced by a commensurate amount.

11.8 The GLA shall not be obliged to make any payment by way of Named Project Grant or otherwise in respect of any Named Project which in its opinion is unlikely to achieve Completion by the relevant Named Project Completion Date (but may at its sole discretion elect to do so).

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

12 Disposals

12.1 The Grant Recipient must provide a Disposal Notification to the GLA of any Disposal prior to such Disposal taking place.

12.2 Notwithstanding any other provision of this Agreement the Grant Recipient shall unless otherwise agreed by the GLA remain liable and responsible for the performance of its obligations under this Agreement notwithstanding the grant by it of any Short Lease in relation to any CASSH Dwelling.

12.3 The Grant Recipient will:

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

12.3.2 notify the GLA if:

- (a) it becomes aware that the Grant Recipient Notifications are erroneous in any material respect;
- (b) the facts or circumstances upon which a Compliance Checklist or Exemption Certificate was provided (as applicable) have changed so that such document is no longer correct in all material respects; or
- (c) an Exemption Certificate expires.

13 Withholding of Named Project Grant

13.1 Notwithstanding any other term of this Agreement the GLA shall not be obliged to make any payment to the Grant Recipient whether by way of any Tranche where:

13.1.1 the Named Project has not been Delivered in accordance with the Named Project Details or to the CASSH Minimum Standards or in accordance with the Named Project Delivery Timetable (in circumstances where the GLA was unable to agree revised Milestone Dates);

13.1.2 the Grant Recipient is unable to give the confirmations or certifications required by OPS or to make the representations and give the warranties referred to in this Agreement (in any case in whole or in part);

13.1.3 a Prohibited Act has been committed by or on behalf of the Grant Recipient and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;

13.1.4 an Insolvency Event has occurred in relation to the Grant Recipient;

- 13.1.5 the Grant Recipient has ceased to operate or trade;
 - 13.1.6 the Grant Recipient's status as a:
 - (a) Registered Provider is removed or withdrawn; or
 - (b) an Investment Partner is withdrawn, removed or restricted such that it does not extend to a Named Project or GLA becomes aware that such status is likely to be withdrawn, removed or restricted;
 - 13.1.7 the Regulator directs the GLA not to give grant to the Grant Recipient or formally recommends to it that it should not do so;
 - 13.1.8 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms reputation of the CASSH, DHSC or the GLA or brings the GLA, DHSC or the CASSH into disrepute;
 - 13.1.9 the Grant Recipient has failed to comply with its obligations under any of Conditions 2 to 5 (inclusive), 8, 12, 14 or 17;
 - 13.1.10 any consent necessary to deliver a Named Project or the Approved Bid (as applicable) is revoked or withdrawn;
 - 13.1.11 where applicable, the Grant Recipient has failed to satisfy any Drawdown Condition within any timescales required by the GLA (in its absolute discretion);
 - 13.1.12 the Grant Recipient has failed to submit or, in the opinion of the GLA, failed to implement a Remediation Plan within the requisite timeframes pursuant to Condition 26.4;
 - 13.1.13 any body which has committed Revenue Funding to a Named Project withdraws or reduces its commitment to Revenue Funding for that Named Project and the Named Project cannot be delivered in accordance with the Named Project Details and/or Condition 8; and
 - 13.1.14 a Named Project has not or in the GLA's opinion (acting reasonably) is unlikely to achieve Start on Site by the Start on Site Date.
- 13.2 Without prejudice to any other term of this Agreement, where the GLA determines (acting reasonably) that proper progress against the Grant Recipient's projections in the Approved Bid has not been made by the Grant Recipient in Delivery of the CASSH Dwellings in accordance with the Approved Bid, the GLA shall be entitled (acting reasonably) and without any liability to the Grant Recipient permanently to withhold any Named Project Grant and to reallocate it to a third party. Nothing in this Condition 13.2 shall preclude the GLA from withholding the relevant Named Project Grant on any other ground.

14 **Repayment of Grant**

14.1 The parties acknowledge and agree that:

- 14.1.1 the Recovery Determination has effect (mutatis mutandis) in respect of all grant funding paid to the Grant Recipient under this Agreement;

- 14.1.2 for the purposes of the Recovery Determination the terms of this Agreement represent the conditions attached to the making of Capital Grant; and
 - 14.1.3 on the occurrence of a Relevant Event the Grant Recipient must recycle or repay (as applicable) the Capital Grant Recoverable in each case in accordance with the terms of the Recovery Determination.
- 14.2 Without prejudice to any other term of this Agreement, the GLA reserves the right whether following termination of this Agreement or otherwise (which right the Grant Recipient expressly acknowledges and agrees) to recover from the Grant Recipient such sum or such part or aggregation thereof as is determined in accordance with Condition 14.3 (the **Recoverable Amount**) in circumstances where:
- 14.2.1 a Prohibited Act has occurred and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;
 - 14.2.2 the relevant Tranche has been paid to the Grant Recipient on the basis of a misrepresentation made by or on behalf of the Grant Recipient other than in the circumstances specified in Condition 14.2.4;
 - 14.2.3 the GLA has made an overpayment in relation to a Named Project or has made a payment in error to the Grant Recipient;
 - 14.2.4 the Named Project Grant has been paid to the Grant Recipient but the GLA becomes aware (whether following the completion of a Compliance Audit or otherwise) that the Grant Recipient has failed to deliver the relevant Named Project in accordance with the agreed Named Project Details;
 - 14.2.5 the Grant Recipient has breached its obligations under Condition 8;
 - 14.2.6 an Insolvency Event has occurred in relation to the Grant Recipient;
 - 14.2.7 a Partial Termination Event has occurred;
 - 14.2.8 a Total Termination Event has occurred;
 - 14.2.9 an Estate Regeneration Default has occurred; or
 - 14.2.10 the Acquisition Tranche Grant has been paid to the Grant Recipient pursuant to Condition 10.1 but the Grant Recipient has not achieved Start on Site by the Start on Site Date.
- 14.3 In the circumstances set out in:
- 14.3.1 any of Conditions 14.2.1, 14.2.6 or 14.2.8 the Recoverable Amount shall be a sum equivalent to the aggregate of all Named Project Grant paid to the Grant Recipient under or in connection with this Agreement;
 - 14.3.2 any of Conditions 14.2.2, 14.2.5, 14.2.7, 14.2.9 or 14.2.10 the Recoverable Amount shall be a sum equivalent to any Named Project Grant paid in respect of any affected Named Project;

14.3.3 Condition 14.2.3, the Recoverable Amount shall be a sum equal to the amount of the overpayment or the sum paid in error;

14.3.4 Condition 14.2.4, subject always to Condition 14.4, the Recoverable Amount shall be determined in accordance with the following procedure:

(a) the parties (acting in good faith) shall seek to agree within 15 (fifteen) Business Days of the Non Compliance Notification Date a revised figure for the Named Project Grant figure reflecting the changed nature of the delivered Named Project as against that described in the Named Project Details;

(b) where a revised figure for Named Project Grant is agreed, the Recoverable Amount shall be the product of the following calculation:

$$RA = NPG - RTPG$$

where

RA is the Recoverable Amount;

NPG is the Named Project Grant paid pursuant to Condition 11.1 in respect of the relevant Named Project; and

RNPG is the revised Named Project Grant figure agreed pursuant to Condition 14.3.4(a);

(c) the Grant Recipient shall immediately amend the relevant information on OPS in respect of the relevant Named Project to reflect the agreement made pursuant to Condition 14.3.4(a);

(d) where the parties are unable to agree a revised Named Project Grant figure in accordance with Condition 14.3.4(a) the GLA shall be entitled to exercise its termination rights under Condition 5.4.3 and the Recoverable Amount shall be an amount equal to the Named Project Grant paid pursuant to Condition 11.1 in respect of the relevant Named Project;

(e) under no circumstances will the GLA be required to make any payment to the Grant Recipient if the application of the calculation in Condition 14.3.4(b) results in RA being a negative figure;

14.4 Where the GLA (acting reasonably) considers that the Grant Recipient acted fraudulently or dishonestly in claiming the Named Project Grant for the relevant Named Project, the GLA shall be entitled to treat such claim as a Prohibited Act for the purposes of Condition 5.1 and will not be bound by the terms of Condition 14.3.4.

14.5 The Grant Recipient acknowledges and agrees that the failure to use a CASSH Dwelling for the Agreed Purposes (save where the GLA has provided consent in accordance with Condition 8.6.1 or Condition 16.3) constitutes a failure to comply with a condition attached to the making of Capital Grant for the purposes of paragraph 8(e) of the Recovery Determination.

- 14.6 The Grant Recipient shall pay interest at two per centum (2%) above the base rate from time to time of the Royal Bank of Scotland plc on all sums which fall to be repaid pursuant to this Condition 14, such interest to run from the date upon which the Named Project Grant (or relevant part thereof), overpayment or payment in error (as applicable) was paid to the Grant Recipient until the date upon which the GLA receives the repayment required from the Grant Recipient under this Condition 14.
- 14.7 The parties acknowledge that the Late Payment of Commercial Debts (Interest) Act 1998 does not apply to this Agreement.
- 14.8 Notwithstanding any other term of this Condition 14, where a payment has been made following an administrative error by the GLA, the Grant Recipient shall not be liable for interest on the amount repayable under Condition 14.6.
- 14.9 Save where the GLA agrees (in writing) to the contrary, the GLA hereby directs the Grant Recipient (where it is a Profit Making Organisation) to pay the Uplift Amount to the GLA within ten (10) Business Days of the occurrence of a Relevant Event.

15 **VAT**

- 15.1 Except where expressly stated to the contrary in this Agreement:
- 15.1.1 the amount of any payment or the value of any supply is expressed exclusive of VAT properly chargeable on it;
- 15.1.2 where any payment or taxable supply falls to be made pursuant to this Agreement VAT properly chargeable on it will be paid in addition by the recipient of the supply for which payment (if any) is consideration on the provision of a valid VAT invoice for it.
- 15.2 The Grant Recipient considers that the payment of grant funding under or in connection with this Agreement is outside the scope of VAT. In the event that the GLA is the recipient of a supply or supplies of specified services (as such term is defined in the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 (the **Order**)) under or in connection with this Agreement, the GLA confirms that the requirements specified in article (8)(1)(b) of the Order are satisfied in respect of the supply or supplies with the result that section 55A(6) of the Value Added Tax Act 1994 will not apply to such supply or supplies. The Grant Recipient acknowledges that it will account for and pay any VAT on any taxable supply or supplies it makes to the GLA under or in connection with this Agreement.

16 **Substitute Dwellings**

- 16.1 Where there is a reasonable prospect that the Grant Recipient will (acting reasonably) be unable to use a CASSH Dwelling (the **Original Dwelling**) for the Agreed Purposes the Grant Recipient must submit on OPS the Substitute Dwelling Details as soon as reasonably practicable and in any event no later than ten (10) Business Days prior to date of the proposed substitution.
- 16.2 In submitting the Substitute Dwelling Details pursuant to Condition 16.1, the Grant Recipient:

- 16.2.1 makes the same representations and warranties in relation to the Proposed Substitute Dwelling as it makes to the GLA in relation to a Named Project pursuant to Condition 7.2 (*mutatis mutandis*);
- 16.2.2 represents and warrants to the GLA that if the Proposed Substitute Dwelling is accepted by the GLA:
- (a) the Grant Recipient has (or within two (2) weeks of the Substitute Dwelling Acceptance Date will have) a Completed Interest in the proposed Substitute Dwelling;
 - (b) the Substitute Dwelling will be available for occupation within two (2) weeks of the Substitute Dwelling Acceptance Date (or such later date as the GLA as expressly agreed);
 - (c) the Substitute 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);
 - (d) the proposed Substitute Dwelling meets the CASSH Minimum Standards (unless the GLA has otherwise expressly agreed); and
 - (e) the Substitute Dwelling Details provided to the GLA are true, complete and accurate in all respects;
- 16.2.3 acknowledges and agrees that if the Substitute Dwelling is accepted by the GLA under Condition 16.3:
- (a) the amount of Named Project Grant paid to it in respect of the Original Dwelling (as set out in OPS) shall be deemed to have been paid to it in respect of the Substitute Dwelling; and
 - (b) any grant repayment obligations assumed by the Grant Recipient under this Agreement in respect of the Original Dwelling are assumed by it in respect of the Substitute Dwelling.
- 16.3 The GLA shall consider the Substitute Dwelling Details and:
- 16.3.1 if the GLA (in its absolute discretion) is satisfied (a) with the information provided, (b) with the description and suitability of the proposed Substitute Dwelling (c) with the Grant Recipient's performance in relation to the Approved Bid to date, (d) that no Default Event subsists and (e) with such other matters as the GLA may from time to time determine, the GLA shall be entitled (but not obliged) to accept the Proposed Substitute Dwelling into the Approved Bid as a Substitute Dwelling comprised within the Original Named Project; and
- 16.3.2 provided that:
- (a) all relevant Substitute Dwelling Details have been correctly uploaded to OPS;

- (b) the address for the Original Dwelling within the Original Named Project Details has been accurately updated by the Grant Recipient with the address for the Substitute Dwelling; and
- (c) OPS accurately reflects the quantum of Named Project Grant allocated to the Substitute Dwelling,

the GLA shall confirm its acceptance of the Substitute Dwelling into the Approved Bid to the Grant Recipient through OPS.

16.4 With effect from the Substitute Dwelling Acceptance Date:

- 16.4.1 the Substitute Dwelling shall be deemed to be comprised within the Original Named Project for the purposes of this Agreement;
- 16.4.2 the Substitute Dwelling shall be deemed to be a CASSH Dwelling for the purposes of this Agreement and immediately subject to its whole terms and conditions;
- 16.4.3 the Approved Bid shall be deemed to be varied to include the Substitute Dwelling;
- 16.4.4 the details set out by the Grant Recipient in respect of the Substitute Dwelling in OPS and as confirmed by the GLA through OPS shall be deemed to be comprised within the Original Named Project Details for the purposes of this Agreement;
- 16.4.5 the amount of Named Project Grant paid to the Grant Recipient in respect of the Original Dwelling (as set out in OPS) shall be deemed to have been paid to it in respect of the Substitute Dwelling and any grant repayment obligations assumed by the Grant Recipient under this Agreement in respect of the Original Dwelling are assumed by it in respect of the Substitute Dwelling; and
- 16.4.6 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such Substitute Dwelling and Original Named Project (as applicable).

16.5 Where:

- 16.5.1 the Grant Recipient fails to comply with Condition 16.1; or
- 16.5.2 the GLA does not accept a Substitute Dwelling pursuant to Condition 16.3,

a Default Event shall be deemed to have occurred and the terms of Condition 5.1.20 shall apply.

17 **Open Book Obligations**

17.1 The Grant Recipient shall on an Open Book Basis:

- 17.1.1 at all times maintain a full record of particulars of all the income (including Public Sector Funding) received and Project Costs incurred by the Grant Recipient in respect each Named Project;

17.1.2 at all times when reasonably required to do so by the GLA, provide a summary of any of the income and Project Costs referred to in Condition 17.1.1 as the GLA may reasonably require to enable it to monitor the performance by the Grant Recipient of its obligations under this Agreement; and

17.1.3 at all times provide such access or facilities as the GLA may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this Condition 17.

17.2 Compliance with the above shall require the Grant Recipient to keep (and where appropriate to procure that any Subcontractor shall keep) separate books of account (from those relating to any business, activity or operation carried on by the Grant Recipient or Subcontractor and which do not directly relate to the relevant Named Project) in accordance with good accountancy practice with respect to each Named Project showing in detail:

17.2.1 income (including Public Sector Funding and receipts);

17.2.2 administrative overheads where directly attributed or where apportioned on a pro rata basis;

17.2.3 payments made to Subcontractors;

17.2.4 capital and revenue expenditure;

17.2.5 VAT incurred on all items of expenditure where the Grant Recipient has received grant under this Agreement in respect of such VAT, including the rate of such VAT and full details of the recovery (or not) by the Grant Recipient of such VAT as input tax from HM Revenue & Customs or other Competent Authority; and

17.2.6 such other item as the GLA may reasonably require to conduct (itself or through a third party) cost audits for verification of income, cost expenditure or estimated expenditure, for the purpose of any of the provisions of this Agreement,

and the Grant Recipient shall have (and procure that to the extent expressly agreed the Subcontractors shall have) the books of account evidencing the items listed in this Condition available for inspection by the GLA (and any person appointed pursuant to the dispute resolution provisions at Condition 28 to determine a dispute or otherwise authorised by the GLA) upon reasonable notice, and shall submit a report of these to the GLA as and when requested.

18 **Special Conditions**

The parties acknowledge and agree that the Special Conditions apply and have effect.

19 **Additional Projects**

19.1 The parties shall be entitled to agree to add Additional Projects to those comprised within the Original Approved Bid until the expiry of the CME Period.

19.2 Where Condition 19.1 applies, the Grant Recipient shall submit to the GLA through OPS such details of the proposed Additional Project as the GLA may require. In submitting details of any Additional Named Projects, the Grant Recipient makes the same representations and

warranties in relation to the proposed Additional Named Project as it makes to the GLA pursuant to Condition 7.2.

19.3 The GLA shall consider the proposed Additional Project and if the GLA (in its absolute discretion) is satisfied (a) with the information provided, (b) with the description and suitability of the proposed Additional Project (c) with the Grant Recipient's performance in relation to the Approved Bid to date, (d) that no Default Event subsists, (e) that the Additional Project falls within the ambit of the Grant Recipient's Investment Partner status, (f) with such other matters as the GLA may from time to time determine (including whether Condition 7.3.4 is likely to be satisfied in respect of the Additional Project) and (g) that the GLA has sufficient financial resources available to it (taking account inter alia of its commitments under the CASSH or other programme commitments), the GLA shall be entitled (but not obliged) to accept the proposed:

19.3.1 Additional Indicative Project into the Approved Bid as a new Indicative Project; or

19.3.2 Additional Named Project into the Approved Bid as a new Named Project

and shall confirm its acceptance of such new Indicative Project or Named Project (as applicable) to the Grant Recipient through OPS.

19.4 With effect from the Additional Project Acceptance Date:

19.4.1 any:

(a) Additional Indicative Project shall be deemed to be an Indicative Project and immediately subject to Conditions 6.2 to 6.6 (inclusive) and any other terms and conditions of this Agreement which apply to Indicative Projects;

(b) Additional Named Project shall be deemed to be a Named Project for the purposes of this Agreement and immediately subject to its whole terms and conditions; and

(c) the details set out by the Grant Recipient in OPS in respect of any Additional Named Project, as confirmed by the GLA through OPS shall be deemed to be Named Project Details for the purposes of this Agreement;

19.4.2 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such new Indicative Project or Named Project (as applicable).

19.5 If the GLA agrees to make available any grant funding in relation to an Additional Named Project, the Allocated Grant will be deemed to be adjusted by the amount of grant agreed by the GLA in OPS as the maximum amount payable in respect of the new Indicative Project or Named Project (as applicable).

20 **Subsidy**

20.1 The parties acknowledge that they have structured this Agreement with the objective that it is lawful and complies with the Subsidy Control Requirements.

- 20.2 Notwithstanding anything in this Agreement the Grant Recipient must comply with the requirements of the Subsidy Control Requirements (where applicable) in respect of any Named Project Grant.
- 20.3 The Grant Recipient acknowledges and accepts the SPEI Assignment.
- 20.4 Notwithstanding Conditions 20.1 and 20.2 of this Agreement if any Named Project Grant gives rise to an SPEI Overpayment or otherwise constitutes Unlawful Subsidy including where this arises due to an act or omission of the Grant Recipient then:
- 20.4.1 the parties acting in good faith will promptly seek to restructure the arrangements surrounding the Named Project Grant and the terms of this Agreement to the extent necessary to ensure that no Unlawful Subsidy or SPEI Overpayment (as applicable) subsequently arises from it; and/or
- 20.4.2 the parties shall promptly cooperate in good faith to provide evidence that the Named Project Grant (or the restructured Named Project Grant) does not or will not give rise to Unlawful Subsidy or SPEI Overpayment (as applicable).
- 20.5 If any Named Project Grant gives rise to an SPEI Overpayment or otherwise constitutes Unlawful Subsidy (including where this arises due to an act or omission of the Grant Recipient) and/or is not capable of being restructured so as to be compliant pursuant to Condition 20.3 then the Grant Recipient must repay the amount of such SPEI Overpayment and/or Unlawful Subsidy plus such interest as may be prescribed by the Subsidy Control Requirements within 15 (fifteen) Business Days of the GLA issuing it with a written demand for payment.
- 20.6 If, following the date of this Agreement, the law requires the GLA to amend this Agreement to comply with the Subsidy Control Requirements then the GLA may, acting reasonably, provide written notice to the Grant Recipient to vary this Agreement to the extent necessary to comply with such change in law.
- 20.7 The Grant Recipient shall promptly give written notice to the GLA:
- 20.7.1 of any Public Sector Funding it receives from a third party in relation to any Named Project (without prejudice to its obligations elsewhere in this Agreement);
- 20.7.2 if it becomes aware of an allegation or a finding that Unlawful Subsidy has arisen in relation to this Agreement (including the delivery of the Grant Recipient's obligations under it) and/or the Named Project Grant, whether the same allegation or finding relates to the Grant Recipient or otherwise.

21 **Representations and Warranties**

- 21.1 Without prejudice to any other term of this Agreement, the Grant Recipient:
- 21.1.1 represents and warrants in the terms set out in Schedule 3 to the GLA on the date hereof and on each day during the currency of this Agreement; and
- 21.1.2 acknowledges and agrees that the GLA is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall

not be limited by reference to any of them or by any other provisions of this Agreement

22 **Information and confidentiality**

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

22.2 The obligations under Condition 22.4 shall not apply to:

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

22.2.2 information which is required to be disclosed by law; or

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

22.3 The Grant Recipient acknowledges and agrees that the GLA:

22.3.1 is subject to the Transparency Commitment and accordingly, notwithstanding Condition 22.4, the Grant Recipient hereby gives its consent for the GLA to publish the Agreement Information to the general public; and

22.3.2 the GLA may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The GLA may in its absolute discretion consult with the Grant Recipient regarding any redactions to the Agreement Information to be published pursuant to this Condition 22.3. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

22.4 Subject to Conditions 22.1, 22.2 and/or 22.3 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.

22.5 For the avoidance of doubt in the event that the GLA consents to the Grant Recipient's disposal or cessation of use of a Site relating to a Named Project the Grant Recipient shall ensure all data collected used or in any way related to or connected with the Named Project is erased (so that it cannot be recovered there from) from the Site to which such consent relates.

22.6 The Grant Recipient acknowledges and agrees by entering into this Agreement that it consents to the GLA sharing such information as the GLA considers appropriate in connection with this Agreement with other local authorities, the Regulator and DHSC..

23 **Intellectual Property**

23.1 Subject to Condition 23.5 the Grant Recipient shall, to the extent that it is able to do so without incurring material cost, grant to the GLA a perpetual, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to copy and use (from computer disk or otherwise) all and any Intellectual Property Rights in any, drawings, reports,

specifications, calculations and other documents provided by the Grant Recipient or which are or become owned by the Grant Recipient and which relate to the Named Projects, for any purpose relating to this Agreement.

23.2 To the extent that any of the data, materials and documents referred to in Condition 23.1 are generated by or maintained on a computer or in any other machine readable format, the Grant Recipient shall if requested by the GLA use its reasonable endeavours (without having to incur material cost) procure for the benefit of the GLA for the duration of this Agreement at the cost of the Grant Recipient the grant of a licence or sub-licence and supply any relevant software and/or database to enable the GLA making such request to access and otherwise use such data for the purposes referred to in Condition 23.1.

23.3 Neither party shall infringe any third party's Intellectual Property Rights in connection with this Agreement.

23.4 The Grant Recipient shall fully indemnify the GLA within five (5) Business Days of demand under this Condition 23.4 against any action, claim, demand, proceeding, cost, charge or expense arising from or incurred by it by reason of any infringement or alleged infringement of any Intellectual Property Rights of any third party by the activities described in this Condition 23, any breach by the Grant Recipient of this Condition 23 and against all costs and damages of any kind which the GLA may incur in connection with any actual or threatened proceedings before any court or adjudication body.

23.5 The Grant Recipient shall only be entitled to revoke the licence granted to the GLA under Condition 23.1 in the following circumstances and upon the following terms:

23.5.1 on the termination of the whole of this Agreement in circumstances where no Allocated Grant has been paid to or utilised by the Grant Recipient; or

23.5.2 on the termination of this Agreement (in whole or in part) in circumstances where some Allocated Grant has been paid to or utilised by the Grant Recipient **provided that** nothing in this Condition 23.5.2 shall entitle the Grant Recipient to revoke such licence insofar as it relates to Named Projects in respect of which Named Project Grant has been paid or in respect of which a valid entitlement to claim Named Project Grant has arisen.

24 **Grant Recipient's records and accounting**

24.1 The Grant Recipient shall, as and when requested by the GLA make available in a timely manner to the GLA where required in connection with this Agreement or the Approved Bid or any Named Project a copy of each of:

24.1.1 all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Grant Recipient for the purposes of this Agreement; and

24.1.2 all such data, materials, documents and accounts created, acquired or brought into existence by the Grant Recipient's officers, employees, agents or consultants relating to the Named Project and which have been supplied to the Grant Recipient for the purposes of this Agreement.

- 24.2 On the expiry of this Agreement or (if earlier) upon termination thereof, the Grant Recipient shall if requested to do so deliver up to the GLA all the data, materials, documents and accounts referred to in this Condition 24 which it has in its possession, custody or control and shall procure the handing over to the GLA such data, materials, documents and accounts referred to in Condition 24.1.2 or as otherwise directed by the GLA.
- 24.3 The Grant Recipient must for a period of ten (10) years from the date upon which it receives the Named Project Grant retain all of the data, documents, materials and accounts referred to in this Condition 24 and the Grant Recipient may retain such data, documents, materials and accounts in electronic form only.
- 24.4 The Grant Recipient acknowledges that the GLA's auditors (including The Comptroller and Auditor General) shall have unrestricted rights of access to the information referred to in Condition 24.1 pursuant to the National Audit Act 1983 and the Government Resources and Accounts Act 2000.
- 25 **Health and Safety**
- 25.1 The Grant Recipient will comply in all material respects with all relevant Legislation including but not limited to Legislation relating to health and safety, welfare at work, equality and diversity, modern slavery and other relevant employment matters and will use reasonable endeavours to procure that all Grant Recipient Parties engaged in the delivery of the Approved Bid do likewise.
- 25.2 To the extent that the GLA is a 'client' for the purposes of the CDM Regulations:
- 25.2.1 where the Grant Recipient is engaging consultants and a contractor or contractors as Subcontractors to deliver the Named Project the Grant Recipient elects to be the only client in relation to such Named Project; or
- 25.2.2 where the Grant Recipient is contracting with a developer as a Subcontractor to deliver a Named Project the Grant Recipient shall procure that such developer shall elect to be the only client in relation to the Named Project on or before the date that such project becomes a Named Project;
- and the GLA hereby agrees to such election.
- 25.3 The Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to Condition 25.2.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to Condition 25.2.2 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.
- 25.4 The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the Building Safety Act 2022, HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations in connection with the Works.
- 25.5 The Grant Recipient will procure that all its Subcontractors and Professional Team comply at all times with the Building Safety Act 2022, the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations.

26 **Equality, Diversity and Inclusion**

26.1 Within 12 (twelve) months from the notification of the Grant Recipient's funding allocation for CASSH on OPS (the **Deadline**), the Grant Recipient must:

26.1.1 comply (and thereafter continue to comply) with the five (5) minimum equality, diversity and inclusion standards found on the following website: <https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners-affordable-homes-programmes/homes-londoners-affordable-homes-programme-2021-2026/guidance-meeting-edi-funding-conditions>; and

26.1.2 (save where the Grant Recipient has a Compliant EDI Action Plan in place) develop, publish and implement on a continuing basis, an equality, diversity and inclusion action plan which complies with the guidance found on the following website: <https://www.london.gov.uk/what-we-do/housing-and-land/homes-londoners-affordable-homes-programmes/homes-londoners-affordable-homes-programme-2021-2026/guidance-meeting-edi-funding-conditions> (**EDI Action Plan**).

26.2 The Grant Recipient shall provide evidence satisfactory to GLA (acting reasonably) of:

26.2.1 its compliance with Condition 26.1 within the five (5) Business Days following the Deadline; and

26.2.2 its continuing compliance with Condition 26.1, such evidence to be provided no later than 12 (twelve) months but no earlier than ten (10) months from the date the last evidence was provided pursuant to this Condition 26.2 or within such other timeframes as required by GLA (acting reasonably).

26.3 The Grant Recipient:

26.3.1 must comply in all material respects with all relevant Legislation including but not limited to Legislation relating to equality and diversity and will use its reasonable endeavours to procure that all parties engaged by it in the delivery of the CASSH Dwellings funded pursuant to this Agreement do likewise;

26.3.2 must have due regard to the public sector equality duty under Part 11 of the Equality Act 2010 insofar as its activities under this Agreement could reasonably be deemed to be functions of a public nature for the purposes of that Part and shall take reasonable steps to promote equality of opportunity in respect of access to the CASSH Dwellings funded pursuant to this Agreement; and

26.3.3 must take reasonable steps to monitor the representation of those who share Protected Characteristics within its undertaking and shall take appropriate steps to remedy any under-representation in its workforce (of those sharing a Protected Characteristic as compared to the population of London) involved in projects within London funded (partly or wholly) by the GLA.

26.4 Where in the GLA's opinion (acting reasonably) the Grant Recipient commits a breach of this Condition 26 (an **EDI Breach**):

- 26.4.1 the Grant Recipient must submit for approval its proposed remediation plan (the **Remediation Plan**) to the GLA within 15 (fifteen) Business Days of the GLA's written notice of the requirement for such Remediation Plan setting out the Grant Recipient's proposals for the steps to be taken to remedy or mitigate the effects of the EDI Breach and a basis for testing whether this has been achieved within the three (3) month period following the EDI Breach;
 - 26.4.2 the GLA will notify the Grant Recipient as to whether the Remediation Plan is approved as submitted within ten (10) Business Days of its receipt;
 - 26.4.3 if the Remediation Plan is not approved, senior representatives of the parties must meet as soon as practicable (and in any event within ten (10) Business Days of the GLA's notification under Condition 26.4.2 or such later date as the GLA may agree) to try to agree a revised Remediation Plan. In default of agreement, or where no Remediation Plan is submitted to GLA within the requisite timeframe, Condition 13.1.12 shall apply;
 - 26.4.4 if the Remediation Plan is approved, the Grant Recipient must comply with the obligations set out in the Remediation Plan; and
 - 26.4.5 within five (5) Business Days of the end of the three (3) month period from the date of the EDI Breach, senior representatives of the parties must meet to review the efficacy of the Remediation Plan in remedying or mitigating the effects of the breach. If in the opinion of the GLA (acting reasonably) the Remediation Plan has not been effective or has not been complied with, the GLA shall be entitled in its absolute discretion either to extend the timeframe for the Remediation Plan's operation or to declare that the Remediation Plan has failed in which case Condition 13.1.12 shall apply.
- 26.5 Grant Recipient acknowledges that the GLA is under a public sector equality duty pursuant to Section 149 of the Equality Act 2010 and it will assist and co-operate with the GLA in respect of the GLA's compliance with such duty including in respect of any amendment or re-enactment of Section 149 of the Equality Act 2010 and/or any guidance, enactment, order, regulation or instrument made pursuant to the same.

27 **Co-operation**

- 27.1 Each party undertakes to co-operate in good faith with the other to facilitate the proper performance of this Agreement and the delivery of the Named Projects. Without prejudice to the generality of the foregoing the Grant Recipient shall co-operate fully and in a timely manner with any reasonable request from time to time:
- 27.1.1 of any auditor (whether internal or external) of the GLA or DHSC; and/or
 - 27.1.2 of the GLA where the GLA is required under any legislation to provide any document relating to the Named Projects to any person.

28 **Dispute Resolution**

- 28.1 All disputes and differences arising out of or in connection with this Agreement including in relation to any non-contractual obligation (a **Dispute**) shall be resolved pursuant to the terms of this Condition 28.

- 28.1.1 In the event that the Grant Recipient or the GLA consider that a Dispute exists, such party shall serve a notice upon the other party (a **Notice of Dispute**) giving brief details of the Dispute and in the first instance the parties shall use their reasonable endeavours to resolve such Dispute amicably and in good faith and in accordance with this Condition 28.
 - 28.1.2 Representatives of the parties shall meet within five (5) Business Days (or such other longer period not exceeding 20 (twenty) Business Days as the parties may agree) of receipt of a Notice of Dispute.
 - 28.1.3 Where either no representatives of both parties are available to meet within the period set out in Condition 28.1.2 or the representatives fail to agree a unanimous resolution of the Dispute at such meeting, the Dispute shall be referred to the chief executives (or nominated deputies) of the Grant Recipient and the GLA (the **Senior Executives**).
 - 28.1.4 The Senior Executives shall meet within ten (10) Business Days (or such other longer period not exceeding 20 (twenty) 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.
 - 28.1.5 if the Dispute remains unresolved after ten (10) Business Days following referral to the Senior Executives, such Dispute must be dealt with in accordance with Condition 28.2.
- 28.2 In the circumstances contemplated in Condition 28.1.5, 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:
- 28.2.1 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;
 - 28.2.2 the mediation shall start not later than 28 (twenty eight) days after the date of the ADR Notice; and
 - 28.2.3 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.
- 29 **Notices**
- 29.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if:
 - 29.1.1 sent by electronic mail (but not by facsimile) in the case of either party to the other party's email address set out in Condition 29.3 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

- 29.1.2 delivered by hand and receipted for by the recipient; or
- 29.1.3 sent by a recorded delivery service addressed:
 - (a) in the case of the GLA, to City Hall, Kamal Chunchie Way, London E16 1ZE;
 - (b) in the case of the Grant Recipient, to its registered office as set out at the beginning of this Agreement; or
 - (c) to such other addresses as either party may from time to time notify to the other by email or in writing provided that such other address is within England and Wales.

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

- 29.2.1 if sent by email, on the date that the email is received at the relevant email address set out in Condition 29.3;
- 29.2.2 if delivered by hand, when delivered to the recipient;
- 29.2.3 if delivered by a recorded delivery service, three (3) Business Days after delivery including the date of postage;

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4 pm it is to be regarded as received at 9 am on the following Business Day.

29.3 The email addresses for service of notices given pursuant to Condition 29.2 are:

- 29.3.1 for the GLA:
 - (a) email address: roughsleepinghomes@london.gov.uk
- 29.3.2 for the Grant Recipient:
 - (a) email address: [xxxx]

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 Condition 29.3.

30 **No fetter on statutory functions**

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

31 **No agency**

31.1 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.

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

32 **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.

33 **Assignment and sub-contracting**

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

33.2 The Grant Recipient will not be entitled to transfer or assign all or part of this Agreement without prior written consent from the GLA (to be provided or withheld in GLA's absolute discretion).

34 **Construction Industry Scheme**

34.1 In this Condition 34 the following definitions shall apply:

CIS means the provisions of chapter 3 of part 3 of the Finance Act 2004 together with any regulations made pursuant to those provisions including (without limitation) the Income Tax (Construction Industry Scheme) Regulations 2005;

Construction Contract has the same meaning as in Section 57(2) of the Finance Act 2004; and

34.2 The Grant Recipient warrants to the GLA that it holds gross payment status for the purposes of the CIS (pursuant to paragraph CISR13040 of the Construction Industry Scheme Reform manual or otherwise) such that the Grant Recipient is entitled to receive payments under Construction Contracts without any deduction under the CIS. The Grant Recipient undertakes to notify the GLA within two (2) Business Days of ceasing to hold gross payment status.

34.3 The Grant Recipient will, on demand, pay to the GLA an amount equal to any tax liability, interest or penalties imposed on the GLA under the CIS as a result of, or in connection with, any payments made by the GLA pursuant to this Agreement, together with any reasonable costs incurred by the GLA in connection with such tax liability, interest or penalty.

35 **Data Protection**

35.1 The parties acknowledge that they will each act in the capacity of Data Controller in respect of any Personal Data processed under this Agreement and each will Process the Personal Data as independent Data Controllers.

35.2 The Grant Recipient (including their employees agents or officers) shall at all times during the period of this Agreement comply with the provisions and obligations imposed by this Condition 35 and the Data Protection Legislation generally, including any requirement to obtain registrations, consents, and provide notifications and relevant privacy information to Data Subjects as required for the purposes of their obligations under this Agreement.

35.3 Whilst each party shall be responsible for responding to any complaint in relation to the Personal Data Processed pursuant to this Agreement, or any request by individuals to exercise the Data Subject's rights, the parties will co-operate with each other and provide reasonable assistance with any request, proceedings or inquiry by any affected Data Subject and/or the Information Commissioner.

35.4 Each party shall notify the other without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data Processed under this Agreement.

36 **Further Assurance**

At any time upon the written request of the GLA the Grant Recipient:

36.1 shall promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be necessary for the purpose of obtaining for the GLA the full benefit of this Agreement and of the rights and powers herein granted and the Grant Recipient hereby irrevocably appoints the GLA as its attorney solely for that purpose; and

36.2 shall perform and use its reasonable endeavours to procure that any third party performs such acts as may be reasonably required for the purposes of giving full effect to this Agreement.

37 **Entire agreement**

37.1 This Agreement and the conditions herein contained together with the Schedules constitute the entire agreement between the parties and may only be varied or modified by agreement of the parties in writing by deed.

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

38 **Severability**

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

39 **Cumulative rights and enforcement**

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

39.2 The parties acknowledge that money damages alone may not properly compensate the GLA for any breach of the Grant Recipient's obligations hereunder and the parties hereby expressly agree that in the event of the breach or threatened breach of any such obligation in addition to any other rights or remedies the GLA may have in Law, in equity or otherwise

the GLA shall be entitled to seek injunctive or other equitable relief compelling specific performance of and other compliance with the terms of such obligations.

40 **Waiver**

40.1 Neither the failure of any party at any one time to enforce any provision of this Agreement nor the payments by the GLA of Named Project Grant under Condition 11.1 in any way affects the relevant party's right thereafter to require complete performance by the other party, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

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

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

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

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

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

41 **Survival of this Agreement**

41.1 Insofar as any of the rights and powers of the GLA provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

41.2 Insofar as any of the obligations of the Grant Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

41.3 Without limitation the provisions of Conditions 2.3, 3.10, 5, 8.3, 8.5, 8.6, 8.8, 8.10, 9, 12, 13, 14, 17, 19.5, 20, 21, 22, 23, 24, 28, 35, 43 and this Condition 41 and such other provisions of this Agreement as are necessary to give effect to such Conditions are expressly agreed by the parties to survive the termination or expiry of this Agreement.

42 **Execution**

42.1 This Agreement may be executed:

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

42.1.2 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.

43 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to the provisions of Condition 28 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

44 **London Living Wage**

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

- 44.1 use all reasonable endeavours to ensure that no employees or workers engaged in the Delivery of the CASSH Dwellings is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- 44.2 use all reasonable endeavours to ensure that no employees or workers engaged in the Delivery of the CASSH Dwellings is paid less than the amount to which they are entitled in their respective contracts of employment; and
- 44.3 provide to the GLA such information concerning the London Living Wage as the GLA or its nominees may reasonably require from time to time.

Schedule 1

Agreed Principles

1 Named Projects

1.1 This Agreement contemplates the Delivery of four (4) types of Named Projects:

1.1.1 the acquisition of one or more dwellings which require no or minimal work in order to meet the CASSH Minimum Standards and are fit for occupation as CASSH Housing immediately following such acquisition (**Acquisition (No Work Required) Project**).

1.1.2 the acquisition of one or more dwellings which require repairs to be undertaken before such dwellings meet the CASSH Minimum Standards and are fit for occupation as CASSH Housing (**Acquisition (Work Required) Project**).

1.1.3 the development of one or more new build dwellings (including by way of any MMC Project) to the CASSH Minimum Standards for use as CASSH Housing on a site either owned by the Grant Recipient or acquired by the Grant Recipient for this purpose (**New Build Project**).

1.1.4 the remodelling of dwellings already owned by the Grant Recipient to the CASSH Minimum Standards to be used as CASSH Housing (**Social Housing Remodelling or Refurbishment Project**).

1.2 OPS will identify certain Milestones which must be achieved before Named Project Grant may be claimed pursuant to Condition 10.

1.3 Start on Site will be deemed to have been achieved for Acquisition (No Work Required) Projects and Acquisition (Work Required) Projects where a Completed Interest in the relevant Site has been acquired by the Grant Recipient.

2 Secure Legal Interest

2.1 The Grant Recipient must, subject to paragraphs 2.2 and 2.3, have a Completed Interest in each Named Project before the Acquisition Tranche Grant may be claimed under Condition 10.1.

2.2 In exceptional circumstances the GLA may (in its absolute discretion) provide the Grant Recipient with a Drawdown Confirmation to permit the Grant Recipient to submit a claim for Acquisition Tranche Grant despite the Grant Recipient holding a Contractual Interest.

2.3 In permitting the Grant Recipient to hold a Contractual Interest at the point of claim for Acquisition Tranche Grant, the GLA may impose such Drawdown Conditions as it (in its absolute discretion) considers to be appropriate and require such Drawdown Conditions to be complied with within such timescales as may be determined by the GLA.

2.4 Other than where the GLA has provided the Drawdown Confirmation, the Grant Recipient must (at the point that it submits a claim for any Tranche pursuant to Condition 10) possess a Completed Interest and must represent and warrant to the GLA that it is either registered or has applied to register as the proprietor of the relevant Site at the Land Registry.

3 CASSH Dwellings

3.1 Where the context requires, the obligations in this Agreement which apply to a Named Project will apply to each CASSH Dwelling in that Named Project.

3.2 Where a Substitute Dwelling is accepted by the GLA pursuant to Condition 16.3, such Substitute Dwelling shall, from the Substitute Dwelling Acceptance Date, be subject to the obligations in Condition 16.

4 Rent

The Grant Recipient will use reasonable endeavours to deliver the CASSH Dwellings in such a manner as to ensure that Tenants are not impacted by the Benefit Cap.

Schedule 2
Special Conditions

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1 [xxxx]

¹ To be updated if any bespoke conditions are applicable.

Schedule 3

Representation and Warranties

1 Powers, vires and consents

- 1.1 It is duly incorporated under the law of England and Wales and has the corporate power to own its assets and to carry on the business which it conducts or proposes to conduct.
- 1.2 It has the power to enter into and to exercise its rights and perform its obligations under this Agreement and has taken all necessary action to authorise the execution by it of and the performance by it of its obligations under this Agreement.
- 1.3 It is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Approved Bid or any Named Project or Indicative Projects.
- 1.4 Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms.
- 1.5 The execution, delivery and performance by it of this Agreement do not:
- 1.5.1 insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;
 - 1.5.2 conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or
 - 1.5.3 contravene or conflict with its memorandum and articles of association or rules (as applicable) from time to time.
- 1.6 All consents, required by it in connection with the execution, delivery, issue, validity or performance or enforceability of this Agreement have been obtained and have not been withdrawn.
- 1.7 So far as it is aware, it is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.
- 1.8 To the best of its knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Approved Bid or any Named Project.
- 1.9 To the best of its knowledge, no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator or similar officer in relation to any of its assets or revenues and without limitation no Insolvency Event has occurred in relation to it.
- 1.10 It has not committed any Prohibited Act.

2 Deliverability

- 2.1 No person having any Security over the property or any other assets of the Grant Recipient has enforced or given notice of its intention to enforce such Security.
- 2.2 It has obtained or will by Completion of a Named Project have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.
- 2.3 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.
- 2.4 No Default Event has occurred and is continuing.
- 2.5 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Grant Recipient's initial application for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.6 It has informed the GLA of any material change that has occurred since:
- 2.6.1 the date of submission of the proposed Approved Bid prior to the date of this Agreement; and
 - 2.6.2 the Approved Bid, as the same may be amended, added to, supplemented, substituted or varied in accordance with this Agreement, on each occasion of its amendment, addition, supplementation, substitution or variation of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect including without limitation the provision or offer of any additional Public Sector Funding.
- 2.7 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
- 2.8 The level of rent for any CASSH Dwellings will be set at a Social Rent or at an Affordable Rent (as applicable and set out in the Named Project Details).
- 2.9 All data or other information supplied to the Regulator or the GLA in connection with, or related to the Approved Bid or this Agreement is accurate.
- 2.10 The Grant Recipient will have a Secure Legal Interest in and be the immediate landlord of the Tenants of the CASSH Dwellings to be provided pursuant to this Agreement.
- 2.11 The Grant Recipient will hold Registered Provider status at the point at which any CASSH Dwelling provided pursuant to this Agreement is made available for rent.
- 2.12 None of the CASSH Dwellings provided pursuant to this Agreement are being subsidised by RTB Funds.
- 2.13 Save where expressly agreed by the GLA, no Named Project which is a Section 106 Project is being subsidised by Named Project Grant.

- 2.14 Save where expressly agreed by the GLA, all CASSH Dwellings have been let in accordance with the terms of the Approved Bid and the applicable Named Project Details.
- 2.15 So far as the Grant Recipient is aware (having made all reasonable enquiries) each Named Project (including, inter alia, all Milestones and associated dates) is capable of being delivered without the need for a change to the Approved Bid and the applicable Named Project Details.
- 2.16 The Grant Recipient will comply with the Good Practice Guide to Estate Regeneration where applicable.

3 Authority of Grant Recipient's Representative

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

4 Propriety

- 4.1 No member, employee, agent or consultant of the Grant Recipient or of any partner organisation of the Grant Recipient has any personal, proprietary or pecuniary interest in:
- 4.1.1 any person from whom the Grant Recipient is purchasing land or property for the purposes of or in connection with this Agreement;
 - 4.1.2 any contractor engaged or to be engaged by the Grant Recipient in connection with this Agreement;
 - 4.1.3 any land or other property to be Delivered by the Grant Recipient for the purposes of or in connection with this Agreement.
- 4.2 No member, employee, agent or consultant of the Grant Recipient or any partner organisation of the Grant Recipient is, has or will be entitled to any preferential treatment by virtue of their position or associations whether in terms of:
- 4.2.1 access to Delivered pursuant to this Agreement; or
 - 4.2.2 the prices at which such properties are let.

Schedule 4

Minimum Property Standards

In order to address the needs of the Programme Client Group, the parties have agreed that any CASSH Dwelling delivered by the Grant Recipient with the benefit of the Allocated Grant must meet the minimum property standards set out in this Schedule 4 and the parties acknowledge that such standards do not constitute a specification.

1 General Standards

1.1 Every CASSH Dwelling must:

1.1.1 at all times comply in all respects with all aspects of Legislation and, unless otherwise agreed by the GLA in writing, CASSH Minimum Standards.

1.1.2 be located within a Site which affords easy access to residents to GP or equivalent health services and other local facilities appropriate to the needs of the Agreed Client Group served by the relevant CASSH Named Project.

1.1.3 for CASSH Dwellings delivered for Older People, units must be designed in line with the HAPPI standards (2009) and the refinements to these standards in HAPPI2 (2012), as amended, updated or replaced from time to time, unless otherwise agreed by the GLA in writing. For CASSH Dwellings for other Programme Client Groups, including provision for disabled adults, providers should use reasonable endeavours to meet HAPPI standards (or other relevant design standards for the Programme Client Group) where appropriate.

1.1.4 where applicable, be specifically designed to permit equipment or assistive technology to be installed within it or for adaptations to be made to it to allow the Eligible Tenants to live independently in it over the long term;

1.2 CASSH Dwellings must not contain any Category 1 or 2 hazards under the Housing Health and Safety Rating System (England) Regulations 2005 pursuant to the Housing Act 2004 and associated guidance.

1.3 CASSH Dwellings must at all times comply in all respects with Legislation in relation to fire safety and any relevant fire safety guidance relating to the CASSH Dwellings as amended, updated or replaced from time to time. Where a CASSH Dwelling is a flat, all flats in the building and non-residential elements of the building of which it is part shall also conform to the appropriate fire safety requirements and fire safety guidance (including the Minimum Building Safety Standards).

1.4 All appropriate planning permissions and building control authorisation must be obtained for CASSH Dwellings. Proof of any required permissions and/or approvals must be obtained and kept on file for any CASSH Dwellings.

1.5 All CASSH Dwellings must comply with any applicable standards and/or design requirements set out in the London Plan, as a minimum CASSH Dwellings for Older People are expected to adhere to space standards outlined in the HAPPI design principles. The GLA will only accept units which fall below HAPPI space standards where there is a strong justification and the GLA has provided the Grant Recipient with prior written approval. For CASSH

Dwellings for other Programme Client Groups, including provision for disabled adults, providers should use reasonable endeavours to meet HAPPI space standards (or other applicable standards for the relevant client group) where appropriate.

- 1.6 All CASSH Dwellings must be appropriate for the needs of the tenant. CASSH Dwellings above restaurants, fast food outlets or commercial premises where hazardous substances are kept shall not be acceptable for the CASSH. Neither are flats above noisy, late night opening premises such as minicab offices, clubs or pubs acceptable for the CASSH. Purpose built flats above shops with exclusive access may be acceptable depending on the floor they are situated on.
- 1.7 The Grant Recipient should ensure their properties meet a minimum energy efficiency standard of 'D' or higher if required by the GLA or the Legislation in force at the time. The sustainability standards outlined in the Bidding Prospectus must also be met.
- 1.8 All CASSH Dwellings must comply with the relevant requirements of the local authority including, for supported housing with commissioned support, compliance with the accommodation standards set out by support commissioners.
- 1.9 All property standards are subject to changes in legislation from time to time. If a legislative change or any requirement of the Affordable Housing Capital Funding Guide imposes a new or higher standard than that expressly provided for in this Schedule, the higher standard shall apply as if it were incorporated within this Schedule. If a legislative change causes or may cause a decline in the standards set out in this Schedule, the minimum property standards set out in this Schedule shall continue to apply.
- 1.10 This schedule sets out minimum standards and higher standards may be required by the GLA.

2 Minimum Building Safety Standards

- 2.1 The CASSH Dwellings must at all times comply in all respects with all relevant building safety standards and legislative requirements that were in force when the CASSH 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 CASSH Dwellings, the revised standards and requirements should nonetheless be applied to the CASSH Dwellings in so far as these are reasonably applicable.
- 2.2 The Grant Recipient must also procure that all CASSH Dwellings meet the Minimum Building Safety Standards (as set out in the definition of "Minimum Building Safety Standards" in clause 1.1 of this Agreement).

3 Space standards

- 3.1 All relevant Legislation and national policy must be complied with in relation to space standards.
- 3.2 The new London Plan and the Good Quality Homes for all Londoners London Plan Guidance set out clear policies and guidance on achieving high quality design and standards in housing, which partners are expected to adhere to when building new homes.

3.3 Guidance on HAPPI compliant space standards are linked in the Bidding Prospectus. For shared accommodation different space standards will apply, in line with all relevant policy, and to be agreed with the GLA. The Affordable Housing Capital Funding Guide sets out more information on space standards for different accommodation models which may apply to the CASSH Dwellings in Section 5.

3.4 Design standards set out in the Bidding Prospectus must be met unless a specific exemption has been agreed by the GLA in writing.

4 Shared accommodation standards

4.1 Shared accommodation must comply with all relevant Legislation and local standards and licensing requirements.

4.2 Sharing ratios for kitchen and bathroom facilities must be agreed with the GLA and in compliance with local policy.

4.3 Storage must be provided to keep tenants' personal belongings safe.

5 Furniture and white goods

5.1 Every CASSH Dwelling must include furniture and white goods and all furniture shall at all times comply in all respects with all aspects of relevant Legislation and CASSH Minimum Standards as amended, updated or replaced from time to time.

5.2 Any furniture left in any CASSH Dwelling shall be left at the landlord's own risk, for which no further payment will be made and no repairing responsibility accepted.

5.3 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. In bedrooms and living spaces, 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.

5.4 Appropriate coverings should be fitted to all windows. Where is it appropriate to provide curtains, they shall be clean, free from defects and when drawn at night prevent external viewers seeing into the room concerned. Blinds shall be accepted only following engagement with the GLA and its approval.

6 Kitchens and bathrooms

Every CASSH Dwelling must have appropriate provision or (in the case of shared accommodation) access to suitable kitchen and bathroom facilities.

7 Suitability of accommodation for the tenant

7.1 Accommodation must be assessed for its suitability in meeting the needs of residents – by commissioners, bodies making referrals, and landlords and managing agents of supported housing when referrals are made as relevant.

7.2 Accommodation should be appropriately located near to amenities and transport, supporting social inclusion.

- 7.3 CASSH Dwellings must include access to communal areas, which should be fully accessible and appropriate for the needs of the target client group. Schemes will only be exempt from this requirement with the expressed permission of the GLA.
- 7.4 There must be regular communication and collaboration between housing teams, landlords, managing agents, support staff in accommodation and commissioners of support services, to share information so that accommodation arrangements can be adapted as resources or residents' needs change.
- 7.5 Pre-payment meters for gas and electricity must be avoided unless agreed by exception by the GLA.
- 8 **Property management**
- 8.1 Appropriate quality standards, procedures and processes, and response and repair times must be in place for both routine and emergency repairs.
- 8.2 There must be clear procedures for residents to report issues and raise complaints.

Schedule 5

Part 1

Project Costs

Heads of expenditure

1 Acquisition

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

2 Works Costs

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

3 On costs

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

3.11 Irrecoverable VAT on the above.

3.11.1 **Note 1**

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

3.11.2 **Note 2**

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

Examples of these are as follows:

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

3.11.3 **Note 3**

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

Part 2

Costs which are not Project Costs

1 **Capital costs incurred**

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

Schedule 6

SPEI Assignment

Tasks assigned under this Agreement (SPEI services): as set out at Condition 2.1 of this Agreement.

SPEI enterprise: the Grant Recipient

Delivery period: the duration of each Named Project shall be its Duration as defined in this Agreement.

Geographic area: Greater London, England

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

Arrangements for review and recovery: as set out at Condition 3.11 and Condition 20.5 of this Agreement.

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

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

Authorised Signatory]

[DN: Include if using wet ink signatures]

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

Authorised Signatory

.....

NAME (BLOCK)

.....

Position

.....

Authorised Signatory

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NAME (BLOCK)

.....

Position]

[DN: include if using electronic signatures]

[Grant Recipient]

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

.....

Authorised Officer

Print Name: