



dated

2024

Greater London Authority

and

[Grant Recipient]

**Traveller Pitch Funding Agreement (Local Authority) in
relation to the Affordable Housing Programme 2021-2026**

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1

Contents

| | | |
|----|---|----|
| 1 | Definitions and interpretation | 1 |
| 2 | Purpose and acknowledgements | 15 |
| 3 | Review, Monitoring and Reporting | 16 |
| 4 | Subsidy | 16 |
| 5 | Default Events | 17 |
| 6 | Named Projects– Submission Procedures | 19 |
| 7 | Named Project Obligations | 20 |
| 8 | Changes to Named Projects | 22 |
| 9 | Grant Claim Procedures | 23 |
| 10 | Disposals | 24 |
| 11 | Payment of Grant | 25 |
| 12 | Withholding of Named Project Grant | 26 |
| 13 | Repayment of Grant | 27 |
| 14 | VAT | 29 |
| 15 | Open Book Obligations | 29 |
| 16 | Data Protection, Freedom of Information, Confidentiality and Transparency | 30 |
| 17 | Intellectual Property | 33 |
| 18 | Grant Recipient's records and accounting | 33 |
| 19 | Health and Safety and Equality and Diversity | 34 |
| 20 | Dispute Resolution | 35 |
| 21 | Notices | 36 |
| 22 | No fetter on statutory functions | 37 |
| 23 | No Agency | 37 |
| 24 | Exclusion of third party rights | 37 |
| 25 | Assignment and sub-contracting | 37 |
| 26 | Construction Industry Scheme | 37 |
| 27 | Additional Projects | 38 |
| 28 | Further Assurance | 39 |
| 29 | Entire agreement | 39 |
| 30 | Severability | 39 |
| 31 | Cumulative rights and enforcement | 39 |
| 32 | Waiver | 39 |
| 33 | Survival of this Agreement | 40 |
| 34 | Execution | 40 |
| 35 | Governing law | 40 |
| 36 | London Living Wage | 41 |

| | |
|---|-----------|
| Schedule 1 - Agreed Principles | 42 |
| Schedule 2 - Representation and Warranties | 43 |
| Schedule 3 - Development Costs | 46 |
| Part 1 - Development Costs | 46 |
| Part 2 - Costs which are not Development Costs | 48 |
| Schedule 4 - Form of Legal Opinion | 49 |
| Schedule 5 - Affordable Rent | 51 |

Traveller Pitch Funding Agreement

dated

Parties

- (1) Greater London Authority, of City Hall, Kamal Chunchie Way, London E16 1ZE (the **GLA**);
and
- (2) [] of [] (the **Grant Recipient**).

Introduction

- (A) The GLA is empowered under Sections 30, 34 and 333ZE of the Greater London GLA Act 1999, inter alia, to make grants available to facilitate the development and provision of affordable housing.
- (B) The Localism Act 2011 devolved the housing and regeneration functions of the Homes and Communities Agency in Greater London to the GLA including the delivery of the Traveller Pitches (as hereinafter defined) in Greater London.
- (C) The Grant Recipient has submitted a bid to the GLA for grant funding in respect of certain projects for traveller sites which it proposes to build, develop and retain ownership of in accordance with the terms of this Grant Agreement.
- (D) The GLA has agreed to advance grant funding to the Grant Recipient pursuant to the GLA's Homes for Londoners: Affordable: Affordable Homes Programme 2021-2026 to facilitate the delivery of the traveller sites referred to in this Grant Agreement.
- (E) The GLA has agreed to make grant available to the Grant Recipient for the purposes of the Named Projects (as hereinafter defined) on the terms and conditions of this Grant Agreement.
- (F) The purpose of the grant funding provided under this Agreement is to fund Traveller Pitches which will be owned and operated by a local authority and the parties have entered into this Agreement on the basis that no Subsidy therefore arises.

1 Definitions and interpretation

1.1 Definitions

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

Acceptance Date means the date upon which the GLA confirms its acceptance of a Named Project pursuant to Condition 6.2 through OPS;

Actual Development Costs means in respect of each Named Project the amount of Development Costs actually incurred by the Grant Recipient in acquiring, developing, refurbishing, remodelling or improving that Named Project as such amount is certified by the Grant Recipient pursuant to Condition 9.4.3;

Additional Project means a project for the delivery of Traveller Pitches proposed by the Grant Recipient under Condition 27 in addition to those projects or proposals comprised within the Original Approved Bid;

Additional Project Acceptance Date means the date upon which the GLA confirms acceptance of an Additional Project pursuant to Condition 27.3;

Affiliate means any subsidiary, associate or joint venture in which a local authority has a material interest sufficient to require group financial statements to be prepared which account for these interests, in accordance with CIPFA's Code of Practice on Local Authority Accounting in the United Kingdom 2021/22 (as amended or updated) which is the Statement of Recommended Practice on local authority accounting or any code or other document which replaced it as the Statement of Recommended Practice;

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 Terms means the terms set out in Schedule 5;

Agreed Client Group means Travellers;

Agreed Principles means the terms set out in Schedule 1;

Agreed Purposes means the purposes for which each of the Named Projects is to be used in accordance with the Named Project Details such purposes to fall within the following three categories: permanent and temporary residential sites, short-stay transit sites;

Agreement means this Traveller Pitch Funding Agreement (including its Schedules, Annexures and Appendices (if any));

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

Agreement Information means:

- (a) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and
- (b) data extracted from the claims made under this Agreement which shall consist of the 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 as described in the publication entitled 'Homes for Londoners: Affordable Homes Programme 2021-2026 Funding Guidance' published in November 2020 (as the same may be amended or updated from time to time);

Allocated Net Grant means [REDACTED], 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);

Amenity Buildings means a building provided for each Traveller Pitch including, as a minimum, hot and cold water supply, electricity supply, toilet and bath/shower area, kitchen and dining area;

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

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

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

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

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

CEDR means the Centre for Effective Dispute Resolution;

Competent Authority means (as the case may be):

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

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

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

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;

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

Development 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 Named Project by the Grant Recipient in respect of the heads of expenditure set out in Part 1 to Schedule 3 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 3 shall not be capable of being treated as Development Costs;

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

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

- (a) the nature of the Disposal;
- (b) the number and address of the Traveller Pitch and/or other property comprised within the Disposal;
- (c) the donee; and
- (d) the amount of Named Project Grant allowed to the Traveller Pitch or property comprised within the Disposal and the quantum of such grant which the Grant Recipient will repay to the GLA in accordance with the terms of this Agreement;

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

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

EIR Exemption means any applicable exemption to EIR;

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

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;

First Tranche Grant means subject to Condition 6.6 such sum as is equivalent to fifty per centum (50%) of the Named Project Grant or such other percentage agreed by the GLA through OPS;

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

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

FOIA Exemption means any applicable exemption to FOIA;

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 Industry Practice means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced body (engaged in the same type of undertaking as that of the Grant Recipient or any of its Subcontractors) or any Subcontractor under the same or similar circumstances;

Grant Recipient Party means:

- (a) the Grant Recipient, the Building Contractor, any member of the Professional Team, agent, employee or subcontractor of the Grant Recipient and the Grant Recipient's Representative;
- (b) any Affiliate;

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 the Grant Recipient is from time to time required or expected to comply by the Regulator, the GLA, any Relevant Authority or DLUHC in relation to Travellers or Traveller Pitch funding;

Homes and Communities Agency (trading as 'Homes England') means the body corporate established under Section 1 of the HRA 2008 (and any successor body or agency carrying out the same or similar functions in whole or in part);

HRA 2008 means the Housing and Regeneration Act 2008;

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

Information has the meaning in relation to:

- (a) the FOIA, given under Section 84 of the FOIA and which is held by the GLA or the Grant Recipient (as appropriate) at the time of receipt of an RFI; and
- (b) EIR, given under the definition of environmental information in 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 has the meaning set out in section 114 of the Data Protection Act 2018 and for the avoidance of doubt is the UK's independent body set up to uphold and enforce Information rights;

Intellectual Property Rights means 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;

Interest means interest at a rate per annum equal to two percentage points (2%) above the base rate from time to time of The Bank of England;

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

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

Legal Opinion means a legal opinion in the form set out in Schedule 4 given by the Grant Recipient's solicitor and dated prior to the date hereof;

Legislation means:

- (a) any Act of Parliament;
- (b) any delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative; and
- (d) rule of court or directives or requirements of any Regulatory Body or notice of any Regulatory Body,

in each case in the United Kingdom; and

- (e) 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;

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;

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 the Named Project agreed by the parties and set out in OPS (including as a minimum a Named Project Start 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 extended by the GLA pursuant to Condition 8.2);

Milestone Extension Event means any of the following:

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

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

- (k) the appointment of the Building Contractor under the Building Contract has been terminated or the Building Contract has been terminated;
- (l) any material failure by the Building Contractor under the terms of the Building Contract which has the direct result of delaying the Grant Recipient's compliance with a Milestone Date and which did not result from the Grant Recipient's failure effectively to manage the Building Contract; or

- (m) any impediment, prevention or default, whether by act or omission by the GLA except to the extent caused or contributed to by any default, whether by act or omission, of the Grant Recipient;

unless:

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

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

Named Project means each project for the development, refurbishment, remodelling or improvement (as applicable) of Traveller Pitches to facilitate the accommodation of individuals drawn from the Agreed Client Group as has been fully detailed in OPS and accepted by the GLA through OPS as a Named Project at the date hereof or in accordance with any of Conditions 6.2 or 27.3;

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

Named Project Delivery Timetable means the timetable for the acquisition and completion of the Works as agreed by the GLA through OPS;

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

Named Project Grant means the amount of grant payable by the GLA in respect of a Named Project as set out in the relevant Named Project Details;

Named Project Start Date means the date set out in the Named Project Delivery Timetable by which the Named Project must have achieved Start on Site;

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 it has paid Named Project Grant does not meet the Named Project Details;

Open Book means the full and transparent disclosure and declaration of all information which the Grant Recipient or a Grant Recipient Party is required to maintain, keep or disclose under this Agreement including all price components including profit margins, central office overheads, site overheads, preliminaries, contingencies and the cost of all

materials, goods, equipment, work and services, apportionments of such items together with all and any books of accounts, correspondence, agreements, orders, invoices, receipts and other documents available for inspection together with any other information the GLA reasonably requires to monitor compliance with the United Kingdom Competition Requirement;

Open Book Obligations mean the obligations set out in Condition 15;

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 accepted by the GLA in OPS at the date of this Agreement;

Permitted Disposal means any of the following:

- (a) the grant of a tenancy (compliant with Condition 7.5) in respect of a Traveller Pitch;
- (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 Town and Country Planning Act 1990 in connection with the Named Project;
- (d) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;
- (e) the grant of any mortgage or charge; or
- (f) the grant of an easement;

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

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

Practical Completion means that stage in the execution of a Named Project when the Works have been completed in accordance with the terms of the relevant building contract and/or the terms of this Agreement such that the Traveller Pitches comprised within the Named Project can be utilised for the purposes intended subject only to the existence of minor defects and/or minor omissions at the time of inspection which are capable of being made good or carried out without materially interfering with the beneficial use and enjoyment of the Named Project and which would be reasonable to include in a snagging list, and **Practically Complete** shall be construed accordingly;

Previous AHP Programme means any capital grant funding programme administered by the GLA supporting the delivery of affordable housing other than AHP 2021/26

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;

Prohibited Act means:

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

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

Quarter means the period between each Quarter Date;

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

Recoverable Project Grant means the Named Project Grant paid to the Grant Recipient in relation to a Named Project;

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

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

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

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

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

RIDDOR means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time);

Second Tranche Grant means subject to Condition 6.6 such sum as is equivalent to fifty per centum (50%) of the Named Project Grant or such other percentage agreed by the GLA through OPS;

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

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

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

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

- (a) freehold title registered with title absolute;
- (b) leasehold title (where the lease has at least 60 years unexpired duration) registered with title absolute; or
- (c) freehold title registered with possessory title or leasehold title registered with good leasehold title (where the lease has at least 60 years unexpired duration) and in each case defective title indemnity insurance in favour of

the Grant Recipient with a limit of indemnity to at least the value of the Named Project Grant for that Site;

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

Site means the site identified to the GLA in OPS as being the area of land or buildings comprised or to be comprised in a Named Project and/or the Traveller Pitches and common areas developed as part of such Named Project;

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

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

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

Submitted Standards means in respect of each Named Project: the standards specified in the Grant Recipient's bid, Good Industry Practice, Legislation, related Guidance and Consents;

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 economic actors;
- (c) is specific insofar as it benefits, as a matter of law or fact, certain economic actors over others in relation to the production of certain goods or services; and
- (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;

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

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;

Traveller Pitch means a space for a family unit comprising at least an Amenity Building, access to utilities and hard standing area to accommodate at least one large trailer or caravan, parking for one vehicle and drying space for clothes and in relation to each Named Project means the Traveller Pitch acquired, developed or refurbished, remodelled or improved (as applicable) with the benefit of grant payable under this Agreement as more particularly described in the relevant Named Project Details;

Travellers means persons defined as "travellers" in paragraph 4 of Annex 1 of the "Planning policy for traveller sites" issued by the Department for Communities and Local Government on 19 December 2023, which for the avoidance of doubt includes Gypsies and Irish Travellers, New Age Travellers and Travelling Show People and the word **Traveller** shall be construed accordingly;

UK GDPR means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as amended, updated or replaced from time to time;

United Kingdom Competition Requirement means any Legislation (including the incorporation of international treaties by virtue of statutory provisions and the Subsidy Control Act 2022 (to the extent in force)) regulations and guidance issued by a Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

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

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

and the GLA is satisfied that the Grant Recipient and/or the Subcontractor (as applicable) has taken such action as is appropriate taking in to account the nature and the

circumstances of the relevant Prohibited Act. "Acting independently" for these purposes means not acting with the authority or knowledge of any one or more of the directors of the Grant Recipient or relevant Subcontractor;

Withholding Event means an event or circumstance of the type described in Condition 12.1; and

Works means in relation to each Named Project all of the works (including design, infrastructure works and all other works necessary for obtaining access to the Traveller Pitches) to be undertaken in order to ensure that the Traveller Pitches meets the Submitted Standards and are constructed developed or (as applicable) refurbished, remodelled or improved (as applicable) 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, appendix, annexure or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix 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, direction, determination, regulation or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, direction, determination, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.

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

1.2.7 Headings are for convenience of reference only.

1.2.8 A party means a party to this Agreement.

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

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

1.2.11 A paragraph in a schedule or appendix shall be construed as a reference to a paragraph in that particular schedule or, as the case may be, appendix.

- 1.2.12 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.13 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by the GLA, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified by the GLA by notice in writing to the Grant Recipient.
- 1.2.14 An obligation to do anything includes an obligation to procure its being done.
- 1.2.15 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.16 The terms "Site" and "Named Project" includes each and every part of it.
- 1.2.17 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.18 Save where a contrary intention is shown, any reference to the GLA acting reasonably shall be interpreted as requiring the GLA to act in a commercially reasonable manner.
- 1.2.19 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.20 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.
- 1.2.21 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of 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.
- 1.2.22 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 EU-UK Trade and Cooperation Agreement or the Subsidy Control Act 2022 (to the extent in force).

2 Purpose and acknowledgements

- 2.1 The GLA has agreed to make the Allocated Net Grant available to the Grant Recipient subject to and in accordance with the terms and conditions of this Agreement.

- 2.2 Without prejudice to any other term of this Agreement, the Grant Recipient:
- 2.2.1 expressly acknowledges the Agreed Principles and agrees to observe them and to be bound by them;
 - 2.2.2 represents and warrants in the terms set out in Schedule 2 to the GLA on the date hereof and on each day during the currency of this Agreement; and
 - 2.2.3 acknowledges and agrees that the GLA is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

3 **Review, Monitoring and Reporting**

- 3.1 The Grant Recipient must promptly advise GLA when any circumstance occurs which may:
- 3.1.1 impact adversely on the Grant Recipient's ability to deliver any Named Project in accordance with the terms of this Agreement;
 - 3.1.2 constitute a Default Event or a breach of this Agreement; and/or
 - 3.1.3 give rise to the making of a Section 114 Report or the issue of a Section 15 Direction.
- 3.2 The Grant Recipient shall attend a review meeting when required to do so by the GLA acting reasonably and the GLA shall provide the Grant Recipient with written details of the matters to be discussed at the review meeting timeously in advance of such meeting.
- 3.3 The Grant Recipient shall provide the GLA as soon as reasonably practicable with such information as the GLA shall reasonably require to support or facilitate the discussions referred to in this Condition 3 and shall use all reasonable endeavours to ensure the accuracy of any information provided.
- 3.4 The Grant Recipient must keep OPS fully updated and ensure that it accurately reflects the agreed Approved Bid and Named Project Details from time to time.

4 **Subsidy**

- 4.1 The parties acknowledge that they have structured this Agreement with the objective that it is lawful and does not give rise to Subsidy.
- 4.2 Notwithstanding anything in this Agreement, the GLA shall only provide any Agreement Funding to the extent that such payment does not give rise to Unlawful Subsidy.
- 4.3 Notwithstanding Conditions 4.1 and 4.2 of this Agreement if any Agreement Funding is found to constitute Unlawful Subsidy (or is under investigation or subject to judicial proceedings in relation to Unlawful Subsidy) then:
- 4.3.1 the parties acting in good faith will promptly seek to restructure the arrangements surrounding the Agreement Funding and the terms of this Agreement to the

extent necessary to ensure that no Unlawful Subsidy subsequently arises from it; and/or

4.3.2 the parties shall promptly cooperate in good faith to provide evidence that the Agreement Funding (or the restructured Agreement Funding) does not or will not give rise to Unlawful Subsidy.

4.4 If any Agreement Funding is found to constitute Unlawful Subsidy and/or is not capable of being restructured so as to be compliant then the Grant Recipient must repay any sum of Unlawful Subsidy plus such interest as is prescribed by the United Kingdom Competition Requirements within fifteen (15) Business Days of the GLA issuing it with a written demand for payment.

4.5 If, following the date of this Agreement, the Law requires the GLA to amend this Agreement to comply with the United Kingdom Competition 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.

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 7.4 or Condition 15 and/or any information supplied in connection with its obligations in Condition 3, Condition 7.4 or Condition 15, whether in the Open Book Obligations 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 Schedule 2 (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 the Grant Recipient is or becomes subject to a Section 15 Direction which has or will have a Material Adverse Effect;

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 the Grant Recipient ceases operating;;

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's status as a Registered Provider is lost or removed;

5.1.8 the Grant Recipient's Investment Partner status is lost or removed;

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

- 5.1.10 a breach of the Grant Recipient's obligations under Condition 7.5.4;
 - 5.1.11 a breach of Condition 7.1.1 or Condition 7.1.2;
 - 5.1.12 a failure or inability by the Grant Recipient to comply with the requirements of Condition 9;
 - 5.1.13 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's, the AHP 2021/26's or the Mayor of London's reputation or brings the GLA, the AHP 2021/26's or the Mayor of London into disrepute;
 - 5.1.14 a breach of the Open Book Obligations; and/or
 - 5.1.15 a breach of the Grant Recipient's obligations under Condition 10; and/or
 - 5.1.16 any other breach of the Agreement which has a Material Adverse Effect in relation to a 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 proposed Named Project on OPS.
- 5.4 Where the Default Event is:
- 5.4.1 an occurrence specified in Condition 5.1.3, 5.1.4, 5.1.5, 5.1.7 and/or 5.1.8, the GLA shall be entitled forthwith and without any liability to the Grant Recipient terminate the Agreement;
 - 5.4.2 an occurrence specified in Condition 5.1.1, 5.1.2(a), 5.1.6, 5.1.9, 5.1.10, 5.1.12 or 5.1.14 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 thirty (30) 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 to terminate this Agreement in its entirety;
 - 5.4.3 an occurrence specified in Conditions 5.1.2(b), 5.1.11, 5.1.13, 5.1.15, 5.1.16 or Condition 13.2.4(c) 13.2.4(d), the GLA 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 occurrence relates.

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 20 shall apply.

6 **Named Projects– Submission Procedures**

6.1 The Grant Recipient must ensure that it has uploaded such details as are required for each proposed Named Project forming part of the Original Approved Bid onto OPS prior to the date of this Agreement and it submitted to the GLA through OPS such details of the proposed Named Project as the GLA may require.

6.2 If the GLA (acting reasonably) is satisfied with the details submitted under Condition 6.1, it will, subject to Condition 5.3, confirm its acceptance of the Named Project to the Grant Recipient through OPS.

6.3 The Grant Recipient represents and warrants to the GLA in relation to each Named Project that:

6.3.1 the Named Project:

- (a) is in its opinion (acting reasonably) deliverable in accordance with the Named Project Delivery Timetable and the Submitted Standards; and
- (b) comprises no Public Sector Funding beyond that identified in the Named Project Details;

6.3.2 the Grant Recipient:

- (a) possesses or will possess a Secure Legal Interest in the Site;
- (b) has obtained all Consents necessary for the delivery of the Named Project to the Submitted Standards;
- (c) has complied with all applicable requirements of the Affordable Housing Capital Funding Guide in relation to the Named Project;
- (d) is not subject to any Section 15 Direction nor do any circumstances exist which would permit such a direction to be issued; and
- (e) has not nor have any of its officers made a Section 114 Report (nor is the Grant Recipient aware of any circumstances that would give rise to the making of a Section 114 Report).

6.4 With effect from the Acceptance Date, the proposed Named Project shall constitute a Named Project and shall be subject to the whole terms and conditions of this Agreement.

6.5 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 6.2.

6.6 The GLA may at its absolute discretion vary the percentages attributed to First Tranche Grant and Second Tranche Grant from time to time save that no such variation will take effect in relation to any Named Project which has been confirmed as such by the GLA pursuant to Condition 6.2 and in relation to which the First Tranche Grant has been paid.

6.7 Under no circumstances shall the GLA be obliged to accept any proposed 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 AHP 2021/26 and/or other programme commitments) to provide Named Project Grant in relation to the relevant project.

7 **Named Project Obligations**

7.1 The Grant Recipient must in relation to each Named Project carry out the acquisition of the Site (where applicable) and procure the completion of the Works so that:

7.1.1 the Named Project is (subject to Condition 8.2) delivered in accordance with the Named Project Delivery Timetable;

7.1.2 when delivered, the Named Project fully complies with the Named Project Details and meets the Submitted Standard; and

7.1.3 any applicable requirements of Procurement Law and of the Consents are satisfied.

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

7.3 The Grant Recipient shall procure that the GLA's Representative (or any person nominated by them) shall have at all reasonable times and upon giving reasonable notice the right to enter onto the Site and to take such action as they considers appropriate to inspect the progress of the Named Project and to monitor compliance by the Grant Recipient with its obligations under this Agreement.

7.4 The Grant Recipient must notify the GLA in writing (save in respect of Conditions 7.4.1 and 7.4.2 where notification is required to be given through OPS):

7.4.1 immediately once each of:

(a) Start on Site;

(b) Practical Completion; and

(c) any other Milestone,

have occurred with respect to each Named Project;

7.4.2 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 6.1;

- 7.4.3 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect;
 - 7.4.4 promptly of any failure or likely failure to comply with Condition 7.1.1;
 - 7.4.5 of any other event or circumstance in relation a Named Project as the GLA may reasonably require from time to time and within such timeframes as the GLA may reasonably require.
- 7.5 Without prejudice to Condition 7.2, the Grant Recipient must in operating and administering each Named Project after Practical Completion:
- 7.5.1 not use the Traveller Pitches otherwise than as Traveller Pitches in line with the Agreed Purposes without the GLA's prior written consent;
 - 7.5.2 comply with the Affordable Rent Terms in respect of the Traveller Pitches;
 - 7.5.3 comply with any Guidance to the extent applicable to the Traveller Pitches;
 - 7.5.4 comply at its own cost with the GLA's requirements in relation to Compliance Audit;
 - 7.5.5 procure and comply with all necessary Consents relevant to the nature and operation of the Traveller Pitches;
 - 7.5.6 use all reasonable endeavours to allocate Traveller Pitches to individuals drawn from the Agreed Client Group ahead of those from outside of the Agreed Client Group;
 - 7.5.7 observe and comply with the requirements of the Affordable Housing Capital Funding Guide in relation to the purpose, target group, letting, rents, management or disposal of the Traveller Pitches (to the extent applicable);
 - 7.5.8 offer to each resident of the Traveller Pitches the most appropriate form of rental agreement and tenure compatible with the Agreed Purposes; and
 - 7.5.9 comply with the provisions of Condition 10.
- 7.6 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.
- 7.7 In discharging its obligations under this Agreement, the Grant Recipient must act at all times with the utmost good faith, with the intent to deliver the Approved Bid and with proper regard to the need for efficiency in the use of public funds.
- 7.8 Where the Grant Recipient is aware that it is in breach of an obligation under this Condition 7 it must promptly notify the GLA of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.
- 7.9 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 Changes to Named Projects

8.1 The parties may from time to time agree changes to the Named Project Details and where such changes are agreed they shall be implemented by the Grant Recipient amending the Named Project Details in OPS and the electronic confirmation of that amendment by the GLA through OPS and in default of agreement the parties will be bound by the Named Project Details as they existed prior to the changes proposed under this Condition 8.1.

8.2 Where a Milestone Failure occurs or is in the opinion of the GLA reasonably likely to occur (having regard to the information pursuant to Condition 3 or Condition 7.4) and:

8.2.1 where such failure is directly caused by a Milestone Extension Event, the GLA shall, subject always to Condition 8.3, extend the relevant Milestone Date and associated Named Project Completion Date 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

8.2.2 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 fifteen (15) Business Days of such notification seek to agree revised Milestone Dates and:

(a) where revised Milestone Dates are agreed within such period the Grant Recipient shall promptly amend the Milestone Dates on OPS in accordance with Condition 8.1; or

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

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

(a) unless a Milestone Extension Event exists; or

(b) 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 AHP 2021/26) materially and adversely affect the GLA's projected expenditure profile in relation to any year of the AHP 2021/26 and in particular (but without limitation) such expenditure profile in relation to the last Quarter of the relevant Financial Year.

8.3 The GLA shall not under any circumstances be required or obliged to extend a Named Project Start Date beyond 31 March 2026 and/or a Named Project Completion Date beyond 31 March 2028 but may at its sole discretion elect to do so.

9 **Grant Claim Procedures**

9.1 Subject to a Named Project having reached Start on Site and the Grant Recipient being in possession of a Secure Legal Interest, the Grant Recipient may apply to the GLA for the First Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in compliance with the applicable procedures relating to grant claims and payments set out in the Affordable Housing Capital Funding Guide.

9.2 In submitting an application pursuant to Condition 9.1 the Grant Recipient is deemed to repeat the representations and warranties set out in Condition 6.1 and represent and warrant to the GLA that:

9.2.1 the Named Project Start Date has been reached and that such date is no later than that submitted in OPS;

9.2.2 that all notifications, confirmations and certifications made or to be made by the Grant Recipient in OPS in relation to the Named Project have been, are or will be correct in all material respects;

9.2.3 it possesses a Secure Legal Interest in the Site;

9.2.4 the Grant Recipient is a Registered Provider and retains its status as an Investment Partner;

9.2.5 no Withholding Event or Default Event has occurred or arisen;

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

9.2.7 no Section 114 Report has been made nor is the Grant Recipient aware of any circumstances that would give rise to the making of any such report;

9.3 Subject to a Named Project having reached Practical Completion, the Grant Recipient may apply to the GLA for the Second Tranche Grant payable in respect of that Named Project to be paid to it. The Grant Recipient must make its application through OPS and in compliance with the applicable procedures relating to grant claims and payments set out in the Affordable Housing Capital Funding Guide.

9.4 In submitting an application pursuant to Condition 9.3 the Grant Recipient is deemed to repeat the representations and warranties set out in Condition 6.1 and represent and warrant to the GLA that:

9.4.1 the Site has (where applicable) been acquired and the Works procured, designed and carried out in accordance with the requirements of this Agreement;

9.4.2 the Named Project has reached Practical Completion and meets the Submitted Standards;

9.4.3 all confirmations and certifications made or to be made by the Grant Recipient in OPS in relation to the Named Project have been are or will be correct in all material respects;

- 9.4.4 it has obtained all Consents necessary for the lawful acquisition, design, construction or refurbishment of the Named Project to the Submitted Standard and for its use and operation 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;
- 9.4.5 it possesses a Secure Legal Interest in the Site; it has procured that the restriction referred to in Condition 10.1.1 has been imposed on the Proprietorship Register of its Land Registry title to the Named Project; and
- 9.4.6 it repeats the representations and warranties given at 9.2.3 to 9.2.7 above

10 Disposals

10.1 The Grant Recipient must:

- 10.1.1 procure that the following restriction has been imposed on the Proprietorship Register of the Grant Recipient's Land Registry title to the Named Project:

"No lease of seven years or more or transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Greater London Authority, of City Hall, Kamal Chunchie Way, London, E16 1ZE."

10.2 The Grant Recipient acknowledges that where any lease of seven years or more or transfer:

- 10.2.1 is of a Traveller Pitch; or
- 10.2.2 would have a material impact on, or prevent the Named Project from being used for, the Agreed Purposes

it shall be reasonable for the GLA to withhold its consent to the disposal until all Named Project Grant paid in relation to that Named Project or such reasonable proportion (in the GLA's absolute discretion) has been repaid in accordance with the terms of this Agreement.

10.3 In circumstances where a restriction is imposed on the Proprietorship Register of the Grant Recipient's Land Registry title to a Named Project pursuant to Condition 10.1.1 and either:

- 10.3.1 the GLA subsequently makes no payment (and will make no payment) of grant pursuant to Condition 11.1 in relation to that Named Project; or
- 10.3.2 all Named Project Grant paid in relation to that Named Project is repaid in accordance with the terms of this Agreement;

the GLA hereby agrees to provide its consent to any application by the Grant Recipient to remove the restriction.

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

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

10.6 The Grant Recipient will:

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

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

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 pursuant to Conditions 9.2 and 9.4;

11.1.2 the GLA having received the Legal Opinion; and

11.1.3 Conditions 8, 11.3, 11.4 and 12

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

11.2 If the GLA is not satisfied with the Grant Recipient's application for payment, it must notify the Grant Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the application for payment identifying the reason for its dissatisfaction. The GLA must allow the Grant Recipient a period of up to ten (10) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of Conditions 9 and this Condition 11 (as applicable) will be reapplied to the Grant Recipient's resubmitted or amended application for payment.

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

11.3.1 the First Tranche Grant before the Named Project Start Date;

11.3.2 the Second Tranche Grant before the Named Project Completion Date;

11.3.3 any Tranche if the Named Project has not been accepted by the GLA through OPS;

11.3.4 any Tranche in respect of any Named Project which has not reached:

(a) the Named Project Start Date; or

- (b) Practical Completion by the Milestone Date identified in OPS (subject to any extension to such date pursuant to Condition 8.3).

11.4 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 has not reached Practical Completion by 31 March 2028.

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

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

12 **Withholding of Named Project Grant**

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

12.1.1 the Named Project has not been delivered in accordance with the Named Project Details or to the Submitted Standards or in accordance with the Named Project Delivery Timetable (in circumstances, where applicable, in which the GLA was unable to agree revised Milestone Dates);

12.1.2 the Grant Recipient is unable to give the confirmations or certifications required by OPS or to make the representations and give the warranties referred to in Condition 9.2 and Condition 9.4 (in any case in whole or in part);

12.1.3 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;

12.1.4 the Grant Recipient is subject to a Section 15 Direction or any circumstances exist which would entitle the Secretary of State to issue such a direction which in either case would have a Material Adverse Effect;

12.1.5 a report has been made or the GLA becomes aware of any circumstances that would give rise to the making of a Section 114 Report which would in the GLA's reasonable opinion have a Material Adverse Effect;

12.1.6 the Grant Recipient's status as a Registered Provider or Investment Partner is removed or withdrawn;

12.1.7 the Regulator directs the GLA not to give grant to the Grant Recipient or formally recommends to it that it should not do so;

12.1.8 where the Grant Recipient is in material breach of this Agreement and has not taken steps to remedy it to the GLA's satisfaction (acting reasonably);

12.1.9 the Grant Recipient (either by its own actions or omissions, or those of its contractors or agents) harms the GLA's, the AHP 2021/26's or Mayor of London's reputation or brings the GLA, the AHP 2021/26 or the Mayor of London into disrepute;

- 12.1.10 the Grant Recipient has failed to comply with its obligations under any of Conditions 3, 13, 15;
- 12.1.11 the Grant Recipient has ceased to operate;
- 12.1.12 it has become apparent to the GLA that the Grant Recipient is unable to deliver the Approved Bid.

13 **Repayment of Grant**

13.1 Without prejudice to any other term of this Agreement, the GLA reserves the right whether following termination of this Agreement or otherwise (which right the Grant Recipient expressly acknowledges and agrees) at its discretion to recover from the Grant Recipient the such sum or such part or aggregation thereof as is determined in accordance with Condition 13.2 (the **Recoverable Amount**) in circumstances where:

- 13.1.1 a Prohibited Act has occurred and the Grant Recipient has not satisfied the Waiver Condition in respect of such Prohibited Act;
- 13.1.2 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 13.1.4;
- 13.1.3 the GLA has made an overpayment in relation to a Named Project or has made a payment in error to the Grant Recipient;
- 13.1.4 the relevant Tranche 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 or operate the relevant Named Project in accordance with the agreed Named Project Details; or
- 13.1.5 the Grant Recipient has breached its obligations under Conditions 3, 7 or 15,
- 13.1.6 an event occurs pursuant to which:
 - (a) this Agreement may be terminated pursuant to Conditions 5.4.1 or 5.4.2;
or
 - (b) this Agreement may be terminated in relation to a particular Named Project pursuant to Condition 5.4.3.

13.2 In the circumstances set out in:

- 13.2.1 Conditions 13.1.1 and 13.1.6(a) the Recoverable Amount shall be the sum equivalent to the total amount of Named Project Grant paid to the Grant Recipient under this Agreement;
- 13.2.2 Conditions 13.1.2, 13.1.5 or 13.1.6(b) the Recoverable Amount shall be a sum equivalent to the Named Project Grant for any affected Named Project;
- 13.2.3 Conditions 13.1.3 the Recoverable Amount shall be a sum equal to the amount of the overpayment or the sum paid in error as applicable;

13.2.4 Condition 13.1.4, subject always to Condition 13.3, the Recoverable Amount shall be determined in accordance with the following procedure:

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

$$RA = NPG - RNPG$$

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 13.2.4(a);

- (c) the Grant Recipient shall immediately amend the relevant information on OPS to reflect any agreement reached pursuant to Condition 13.2.4(a);
- (d) where the parties are unable to agree a revised Named Project Grant figure in accordance with Condition 13.2.4(a) the GLA shall be entitled to terminate this Agreement in accordance with Condition 5.4.3 and the Recoverable Amount shall be an amount equal to the Recoverable Project Grant paid pursuant to Condition 11 in respect of the relevant Named Project;

Under no circumstances will the GLA be required to make any payment to the Grant Recipient if the application of the calculation in Condition 13.2.4(b) results in RA being a negative figure.

13.3 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, such claim shall be deemed to be a Prohibited Act and the GLA will not be bound by the terms of Condition 13.2.4.

13.4 The Grant Recipient shall pay the Recoverable Amount to the GLA within ten (10) Business Days of demand together with Interest such Interest to run from the date upon which the Named Project Grant (or relevant part thereof) overpayment or payment in error was paid to the Grant Recipient until the date upon which the GLA receives the repayment required from the Grant Recipient under this Condition 13.

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

13.6 Notwithstanding any other term of this Condition 13, 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 13.4.

14 **VAT**

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

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

14.1.2 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.

14.2 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.

15 **Open Book Obligations**

15.1 The Grant Recipient shall on an Open Book basis:

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

15.1.2 at all times when reasonably required to do so by the GLA, provide a summary of any of the income and Development Costs referred to in Condition 15.1.1 as the GLA may reasonably require to enable it to monitor the performance by the Grant Recipient of its obligations under this Agreement; and

15.1.3 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 15.

15.2 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 any Named Project) in accordance with good accountancy practice with respect to all Named Projects showing in detail:

15.2.1 income (including Public Sector Funding and receipts);

- 15.2.2 administrative overheads where directly attributed or where apportioned on a pro rata basis;
- 15.2.3 payments made to Subcontractors;
- 15.2.4 capital and revenue expenditure;
- 15.2.5 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 GLA; and
- 15.2.6 such other items 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 15 available for inspection by the GLA (and any person appointed pursuant to the dispute resolution provisions at Condition 20 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.

- 15.3 The Grant Recipient must provide the GLA with access on an Open Book basis to all information held by it, its Affiliates, Subcontractors and consultants which relates to the viability of the Site and such other information as the GLA may reasonably require to conduct (itself or through a third party) to verify income, expenditure or estimated expenditure for the purposes of any of the provisions of this Agreement.

16 **Data Protection, Freedom of Information, Confidentiality and Transparency**

- 16.1 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.
- 16.2 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 16 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.
- 16.3 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.
- 16.4 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.

- 16.5 The Grant Recipient represents and warrants that they have in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- 16.6 The parties to this Agreement are FOIA Authorities and:
- 16.6.1 are subject to legal duties which may require the release of information under FOIA and / or EIR; and
- 16.6.2 FOIA Authorities may be under an obligation to provide Information subject to a Request for Information. .
- 16.7 The FOIA Authority in receipt of or to receive the RFI ("**Relevant FOIA Authority**") shall be responsible for determining in its absolute discretion whether:
- 16.7.1 any Information is Exempted Information or remains Exempted Information; and/or
- 16.7.2 any Information is to be disclosed in response to a Request for Information;
- and in no event shall any party, other than the Relevant FOIA Authority, respond directly to an RFI except to confirm receipt of the RFI and that the RFI has been passed to the Relevant FOIA Authority unless otherwise expressly authorised to do so by the Relevant FOIA Authority.
- 16.8 Subject to Condition 16.9 below, each party acknowledges that the Relevant FOIA Authority may be obliged under FOIA or EIR to disclose Information:
- 16.8.1 without consulting the other; or
- 16.8.2 following consultation with the other party and having taken (or not taken, as the case may be) its views into account.
- 16.9 Without in any way limiting Conditions 16.7 and 16.8, in the event that the Relevant FOIA Authority receives an RFI, the Relevant FOIA Authority will, where appropriate, as soon as reasonably practicable notify the other party.
- 16.10 Each party will assist and co-operate with the Relevant FOIA Authority as requested by the Relevant FOIA Authority to enable the Relevant FOIA Authority to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents, contractors and sub-contractors will), at their own cost:
- 16.10.1 transfer any RFI received by the GLA as soon as practicable after receipt and in any event within two (2) Business Days of receiving a RFI;
- 16.10.2 provide all such assistance as may be required from time to time by the Relevant FOIA Authority and supply such data or information as may be requested by the GLA;

- 16.10.3 provide the Relevant FOIA Authority with any data or information in its possession or power in the form that the Relevant FOIA Authority requires within five (5) Business Days (or such other period as the Relevant FOIA Authority may specify) of the GLA requesting that Information;
- 16.10.4 permit the Relevant FOIA Authority to inspect such as requested from time to time.
- 16.11 Nothing in this Agreement will prevent the Relevant FOIA Authority from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information.
- 16.12 Subject to Conditions 16.6 to 16.11, 16.13 and/or 16.14 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.
- 16.13 The obligations under Condition 16.12 above shall not apply to:
 - 16.13.1 information which at the time of disclosure is in the public domain;
 - 16.13.2 information which is required to be disclosed by law; or
 - 16.13.3 information which is disclosed with the consent of the disclosing party.
- 16.14 The Grant Recipient acknowledges and agrees that the GLA:
 - 16.14.1 is subject to the Transparency Commitment and accordingly, notwithstanding Condition 16.12, the Grant Recipient hereby gives its consent for the GLA to publish the Agreement Information to the general public; and
 - 16.14.2 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 16.14. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 16.15 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.
- 16.16 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 DLUHC.

17 **Intellectual Property**

- 17.1 Subject to Condition 17.5 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.
- 17.2 To the extent that any of the data, materials and documents referred to in Condition 17.1 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) to 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 17.1.
- 17.3 Neither party shall infringe any third party's Intellectual Property Rights in connection with this Agreement.
- 17.4 The Grant Recipient shall fully indemnify the GLA within five (5) Business Days of demand under this Condition 17.4 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 17, any breach by the Grant Recipient of this Condition 17 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.
- 17.5 The Grant Recipient shall only be entitled to revoke the licence granted to the GLA under Condition 17.1 in the following circumstances and upon the following terms:
- 17.5.1 on the termination of the whole of this Agreement in circumstances where no Allocated Net Grant has been paid to the Grant Recipient; or
- 17.5.2 on the termination of this Agreement (in whole or in part) in circumstances where some Allocated Net Grant has been paid to the Grant Recipient provided that nothing in this Condition 17.5.2 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.

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

- 18.1 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 a copy of each of:
- 18.1.1 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

- 18.1.2 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 Projects and which have been supplied to the Grant Recipient for the purposes of this Agreement.
- 18.2 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 18 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 18.1.2 or as otherwise directed by the GLA.
- 18.3 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 18 and the Grant Recipient may retain such data, documents, materials and accounts in electronic form only.
- 18.4 The Grant Recipient acknowledges that The Comptroller and Auditor General shall have rights of access to the information referred to in this Condition 18.1 pursuant to the National Audit Act 1983 and the Government Resources and Accounts Act 2000.
- 18.5 The Grant Recipient shall co-operate fully and in a timely manner with any reasonable request from time to time of:
- 18.5.1 any auditor (whether internal or external) of the GLA; and/or
- 18.5.2 the GLA where the GLA is required under any Legislation to provide any document relating to the Named Projects to any person.

19 **Health and Safety and Equality and Diversity**

- 19.1 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.
- 19.2 The Grant Recipient confirms that it has, and is in full compliance with, a policy covering equal opportunities designed to ensure that discrimination prohibited by the Equality Act 2010 or which is made on any other unjustifiable basis is avoided at all times and will provide a copy of that policy and evidence of the actual implementation of that policy upon request by the GLA.
- 19.3 The Grant Recipient shall have due regard to the public sector equality duty under Part 11 of the Equality Act 2010 insofar as its activities under this Agreement could reasonably be deemed to be functions of a public nature for the purposes of that Part.
- 19.4 To the extent that the GLA is a 'client' for the purposes of the CDM Regulations:
- 19.4.1 where the Grant Recipient is engaging consultants and a contractor or contractors as Subcontractors to deliver the Named Project the Grant Recipient elects to be the only client in relation to such Named Project; or

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

and the GLA hereby agrees to such election.

19.5 The Grant Recipient shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to Condition 19.4.1 or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to Condition 19.4.2 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.

19.6 The Grant Recipient shall at all times comply with all obligations, requirements and duties arising under the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations in connection with the Works.

19.7 The Grant Recipient will procure that all its Subcontractors and Professional Team comply at all times with the HS Act, the regulations under the HS Act, RIDDOR and the CDM Regulations.

20 **Dispute Resolution**

20.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this Condition 20.

20.1.1 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 20.

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

20.1.3 Where either no representatives of both parties are available to meet within the period set out in Condition 20.1.2 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**).

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

20.1.5 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 20.2.

20.2 In the circumstances contemplated in Condition 20.1.5, 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:

20.2.1 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;

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

20.2.3 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.

21 Notices

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

21.1.1 delivered by hand and receipted for by the recipient; or

21.1.2 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

21.1.3 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.

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

21.2.1 if sent by email, on the date that the email is received at the relevant email address set out in Condition 21.3;

21.2.2 if delivered by hand, when delivered to the recipient;

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

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

21.3 The email addresses for service of notices given pursuant to Condition 21.2 are:

21.3.1 for the GLA:

email address: affordablehomes@london.gov.uk.

21.3.2 for the Grant Recipient:

email address: [REDACTED]¹,

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 21.3.

22 **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.

23 **No Agency**

23.1 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.

23.2 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.

24 **Exclusion of third party rights**

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

25 **Assignment and sub-contracting**

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

25.2 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 the GLA's absolute discretion).

26 **Construction Industry Scheme**

26.1 In this Condition 26, 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

¹ Grant Recipient should provide two email addresses.

26.2 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.

26.3 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.

27 **Additional Projects**

27.1 The parties shall be entitled from time to time to agree to add Additional Projects to those Named Projects comprised within the Original Approved Bid.

27.2 Where Condition 27.1 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 such details, the Grant Recipient makes the same representations and warranties in relation to the proposed Additional Project as it makes to the GLA pursuant to Condition 6.3.

27.3 The GLA shall consider the Additional Project and if the GLA (in its absolute discretion) is satisfied:

27.3.1 with the information provided;

27.3.2 the level of grant funding requested;

27.3.3 with the Grant Recipient's performance in relation to the Approved Bid, AHP 2021/26 and any Previous AHP Programme;

27.3.4 that no Default Event subsists; and

27.3.5 with such other matters as the GLA may from time to time determine,

the GLA shall be entitled (but not obliged) to accept the Additional Project into the Approved Bid and shall confirm such acceptance to the Grant Recipient through OPS.

27.4 With effect from the Additional Project Acceptance Date:

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

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

27.4.3 the Grant Recipient must ensure that it complies with all of its obligations under this Agreement as they apply to such new Named Project.

27.5 If the GLA agrees to make available any grant funding in relation to an Additional Project, the Allocated Net Grant will be deemed to be adjusted by the Named Project Grant agreed by the GLA in OPS in relation to the new Named Project.

28 **Further Assurance**

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

28.1.1 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.

28.1.2 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.

29 **Entire agreement**

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

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

30 **Severability**

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

31 **Cumulative rights and enforcement**

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

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

32 **Waiver**

32.1 Neither the failure of any party at any one time to enforce any provision of this Agreement nor the payments by the GLA of Named Project Grant under Condition 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.

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

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

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

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

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

33 **Survival of this Agreement**

33.1 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.

33.2 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.

33.3 Without limitation the provisions of Conditions 2, 3, 5, 7.2, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8, 9, 12, 13, 15, 16, 17, 18, 31, 32, 36 and this Condition 33 and such other provisions of this Agreement as are necessary to give effect to such Condition are expressly agreed by the parties to survive the termination or expiry of this Agreement.

34 **Execution**

This Agreement may be executed:

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

34.2 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.

35 **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 20 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

36 **London Living Wage**

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

- 36.1.1 use all reasonable endeavours to ensure that no employees engaged in the provision of the Works is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- 36.1.2 use all reasonable endeavours to ensure that no employees engaged in the provision of the Works is paid less than the amount to which they are entitled in their respective contracts of employment; and
- 36.1.3 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 The provisions of this Agreement represent the conditions upon which the GLA makes the Named Project Grant available to the Grant Recipient.
- 2 The GLA has made the Named Project Grant available on the express understanding that it is applied solely for the purposes of funding the Development Costs in respect of Traveller Pitches which are to be let to individuals in the Agreed Client Group.
- 3 The Public Sector Funding in respect of a Named Project may not exceed an amount equal to the Actual Development Costs incurred by the Grant Recipient in respect of the delivery of that Named Project nor may the Public Sector Funding in respect of the Approved Bid exceed an amount equal to the aggregated Actual Development Costs in respect of the delivery of the Approved Bid.
- 4 All Named Project Grant paid under this Agreement is subject to the provisions of Sections 30, 34 and 333ZE of the Greater London Authority Act 1999 and any determinations made under such provisions.
- 5 The terms of the Affordable Housing Capital Funding Guide are incorporated within this Agreement (*mutatis mutandis*).
- 6 The Grant Recipient must hold Registered Provider status at the point at which any Traveller Pitch provided pursuant to this Agreement is made available for rent.
- 7 Without prejudice to any other term of this Agreement, the parties expressly acknowledge that the aggregate of the First Tranche Grant and the Second Tranche Grant in each Named Project will represent one hundred per centum (100%) of the Named Project Grant.

Schedule 2

Representation and Warranties

1 Powers, vires and consents

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

2 Deliverability

- 2.1 It has obtained or will by Practical Completion of a Named Project have obtained all Consents and to the extent that such Consents have been obtained they have not been withdrawn.
- 2.2 It is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.

- 2.3 No Default Event has occurred and is continuing.
- 2.4 All information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Grant Recipient's initial application for grant funding or in the course of the subsequent discussions was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
- 2.5 It has informed the GLA of any material change that has occurred since:
- 2.5.1 the date of submission of the proposed Approved Bid prior to the date of this Agreement; and
- 2.5.2 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.
- 2.6 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
- 2.7 All data or other information supplied to the Regulator or the GLA in connection with, or related to the Approved Bid or this Agreement is accurate.
- 2.8 The Grant Recipient will own and be the landlord of the Traveller Pitches to be provided pursuant to this Agreement.
- 3 Application of Approved Bid Capacity**
- 3.1 Save where expressly agreed by the GLA, no Named Project which is a Section 106 Project is being subsidised by Named Project Grant.
- 3.2 Save where expressly agreed by the GLA, all Traveller Pitches have been let or disposed of (as applicable) in accordance with the terms of the Approved Bid.
- 3.3 So far as the Grant Recipient is aware (having made all reasonable enquiries) the Approved Bid (including, inter alia, all projected Start on Site and Practical Completion dates) is capable of being delivered without the need for a change to the Approved Bid.
- 4 Authority of Grant Recipient's Representative**
- 4.1 The Grant Recipient's Representative is empowered to act on behalf of the Grant Recipient for all purposes connected with this Agreement.

5 **Propriety**

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

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

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

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

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

5.2.1 access to properties developed, refurbished, remodelled and/or improved (as applicable) disposed of pursuant to this Agreement; or

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

6 **Local Government Act 1999**

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

7 **Local Government Finance Act 1988**

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

Schedule 3

Part 1

Development Costs

Heads of expenditure

1 Acquisition

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

2 Works Costs

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

3 On costs

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

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

Note 1

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

Note 2

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

Examples of these are as follows:

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

Note 3

Subject to the above, where any cost incurred or to be incurred by the Grant Recipient is common both to the development of the Traveller Pitches 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 Traveller Pitches may be treated as a cost in respect of which grant under this Agreement may be paid.

Part 2

Costs which are not Development Costs

Capital costs incurred:

1 **Hidden text**

- 1.1 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;
- 1.2 On estate offices, factories, letting offices;
- 1.3 On stores;
- 1.4 On medical or dental surgeries, clinics;
- 1.5 On police stations, public libraries, bus shelters;
- 1.6 On shops, restaurants, public houses, offices;
- 1.7 On transformer and other related buildings;
- 1.8 On maintenance depots, tools, plant and vehicles;
- 1.9 On garages (other than integral garages on market purchase scheme types) and greenhouses; and
- 1.10 On separate commercial laundry blocks and related equipment.

Schedule 4

Form of Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref

Your ref

Date

Email address

Greater London Authority
City Hall
Kamal Chunchie Way
London
E16 1ZE

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

Dear Sirs,

Legal Opinion re Traveller Pitch Funding Agreement and related matters

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

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

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

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

Neither the execution and the delivery of, nor the performance by the Council of its obligations under the Agreement will violate any provisions of any existing application law, rule, regulation or agreement binding on the Council, and the Agreement constitutes a valid and legally binding obligation on the Council enforceable in accordance with its terms. I have given this opinion, taking into account the common law and statutory duties applicable to the exercise of power by the Council.

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

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

Yours faithfully

Council Solicitor

There follows the specimen signatures and titles of those who will or may attest the execution as a deed of the Agreement referred to above.²

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

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

Schedule 5

Affordable Rent

In this Schedule 5, the term 'rent' shall include all pitch fees and equivalent charges levied on occupants of the Traveller Pitches.

In relation to each Traveller Pitch:

- 1 the rent (inclusive of service charge) must be set at a level which is no more than eighty per centum (80%) of the estimated market rent for an equivalent pitch in the locality (inclusive of service charges) based on a valuation in accordance with a method recognised by the Royal Institution of Chartered Surveyors,
- 2 the rent may not increase by more than:
 - 2.1 the percentage increase in CPI+1%, since the last review date; or
 - 2.2 any other percentage as permitted by the Mobile Homes Act 1983and otherwise any increases or decreases must be made in accordance with the Mobile Homes Act 1983.
- 3 the rent must be reset, based on a new valuation, each time the relevant Traveller Pitch is
 - 3.1 let to a new tenant; or
 - 3.2 re-let to the same tenant **provided that** the resulting rent would be no more than the previous year's rent increased by CPI+1% (but for the avoidance of doubt any automatic conversion of an introductory tenancy to a secure tenancy shall not be deemed to be constitute a re-letting for the purposes of this Schedule 5).

In this Schedule 5, "CPI" means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that Office.

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

.....

NAME (BLOCK)

.....

Position]

[DN: include if using electronic signatures]

EXECUTED as a **DEED** by affixing)
THE COMMON SEAL of)
[GRANT RECIPIENT])
in the presence of:)

Authorised signatory

Authorised signatory