

**Dated**

**2020**

**Clarion Housing Association Limited**

**and**

**London Borough of Havering**

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**Deed of Agreement and Variation**

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**Deed of Agreement and Variation**

**Dated** 2020

**Between:**

- (1) **Clarion Housing Association Limited**, whose registered office is situated at Level 6, 6 More London Place, Tooley Street, London SE1 2DA and which is a charitable Community Benefit Society under the Co-Operative and Community Benefit Societies Act 2014 Registration No. 7686 (**Clarion**), and
- (2) **London Borough of Havering** of Town Hall, Main Road, Romford RM1 3BB (the **Council**).

**Background**

- (A) The Council entered into an agreement on 31 March 2008 with Old Ford Housing Association (**Old Ford**) relating to the transfer of the Council's housing stock at the Mardyke Estate to Old Ford and matters related to such transfer.
- (B) Old Ford transferred its engagements to Clarion pursuant to section 110 of the Co-operative and Community Benefit Societies Act 2014 on 1 March 2018. Clarion is a member of the Clarion Housing Group.
- (C) In order to reflect the changes to their relationship as a result of the Transfer, the Parties have agreed to enter into this Deed.

Now this deed witnesses as follows:

**1 Interpretation**

1.1 In this Deed and the Schedules hereto the following words and phrases shall where the context so admits have the following meanings:

**Clarion's Rules** means Clarion's rules or other constitutional documents from time to time;

**Parties** means the parties to this Deed;

**Principal Agreement** means the agreement for the transfer of housing stock at the Mardyke Estate dated 31 March 2008 made between the Council and Old Ford and any contract, deed or instrument entered into under or in connection with the said agreement for transfer, including any variations that have been made thereto;

**SGMs** means the two general meetings that are required to be held in accordance with the requirements of Section 111 of the Co-operative and Community Benefit Societies Act in order to effect the Transfer; and

**Transfer** means the transfer of engagements from Old Ford to Clarion under Section 110 of the Co-operative and Community Benefit Societies Act 2014 on 1 March 2018.

1.2 In this Deed and the Schedule hereto where the context so admits:

1.2.1 Words and phrases defined in the Principal Agreement shall have the same meanings when used herein,

- 1.2.2 Words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine gender, and words denoting persons shall include corporations,
- 1.2.3 Reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and to any orders or regulations under such provisions,
- 1.2.4 References to clauses and schedules shall be deemed to be references to clauses of, and schedules to, this Deed and references to sub-clauses shall be deemed to be references to the sub-clause of the clause in which the reference appears,
- 1.2.5 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected, and
- 1.2.6 In this Deed clause headings are included for ease of reference only, and shall not affect this Deed or the interpretation thereof.

## **2 Variation and consent**

- 2.1 The Parties agree that, with effect from the date of the Transfer, Clarion and the Council shall perform the Principal Agreement and be bound by its terms (as varied by Schedule 1 to this Deed) and shall be liable to each other for any claims or demands arising thereunder.
- 2.2 The Parties agree that, with effect from the date of this Deed:
  - 2.2.1 the terms of the Principal Agreement shall be amended as set out in Schedule 1 hereto;
  - 2.2.2 nothing in this clause 2 shall prevent the Parties from making further mutually agreed variations to the Principal Agreement; and
  - 2.2.3 nothing in this Deed or in the Principal Agreement shall prevent Clarion from making any changes to Clarion's Rules at any time following the date of this Deed.

## **3 Joint working and co-operation**

The Parties shall at all times work in a spirit of mutual co-operation with a view to achieving their housing objectives.

## **4 Jurisdiction**

This Deed shall be governed by and construed in accordance with the laws of England and Wales.

## **5 Third parties**

A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **6 Execution**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all the counterparts together shall constitute one and the same Deed.

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

as attorney for  
**CLARION HOUSING ASSOCIATION LIMITED**  
under a power of attorney dated

Signature of Attorney  
as attorney for Clarion Housing Association Limited

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

**Executed as a deed by affixing** )  
**THE COMMON SEAL of** )  
**CLARION HOUSING ASSOCIATION** )  
**LIMITED** )  
in the presence of two authorised signatories )

Authorised Signatory

Authorised Signatory

**Executed as a deed by affixing** )  
**THE COMMON SEAL of** )  
**THE LONDON BOROUGH OF** )  
**HAVINGING** )  
in the presence of )

## **SCHEDULE 1**

### **Variations to the Principal Agreement**

From and including the date of this Deed the Principal Agreement shall be varied and amended as follows:

- 1.1 The Principal Agreement shall be varied by deleting the current text in paragraph 12 of Schedule 4, Appendix 1 of the Principal Agreement and replacing it with "Not used".
- 1.2 The Deed of Covenant shall be varied by deleting the text in paragraph 15 of Schedule 4, Appendix 1 of the Principal Agreement and replacing it with "Not used".