

**Dated**

**The Mayor and Commonalty and Citizens of the City of London**

and

**Clarion Housing Association**

and

**Hexagon Housing Association**

and

**London Borough of Enfield**

and

**London Borough of Camden**

and

**London Borough of Hammersmith and Fulham**

and

**London Borough of Haringey**

and

**London Borough of Barnet**

and

**London Borough of Lambeth**

and

**London Borough of Wandsworth**

and

**London Borough of Southwark**

and

**Sutton Housing Partnership**

and

**London Borough of Waltham Forest**

and

**Westminster City Council**

and

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**London's Strategic Partnership for Warm Homes Social Housing Fund**

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30 Finsbury Circus London EC2M 7DT  
Telephone 020 7682 7576  
DX 33856 Finsbury Square

**Continued...**

**Notting Hill Genesis**  
and  
**Royal Borough of Kingston-upon-Thames**  
and  
**Southern Housing**  
and  
**Wandle Housing Association Limited**  
and  
**Orbit Group Limited**

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**London's Strategic Partnership for Warm Homes Social Housing Fund**

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**THIS AGREEMENT** is made by way of deed on

**2025**

**BETWEEN**

- (1) **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON**, a private company limited by shares (registered number 13452362) whose registered office is at 61 Royal Earlswood Park, Redhill, England, RH1 6TJ; and
- (2) **CLARION HOUSING ASSOCIATION LIMITED**, a registered society under the Co-operative and Community Benefit Societies Act 2014 under registered number 7686, whose registered office is at 5th Floor, Greater London House, Hampstead Road, London, NW1 7QX; and
- (3) **HEXAGON HOUSING ASSOCIATION LIMITED**, a registered society under the Co-operative and Community Benefit Societies Act 2014 under registered number 19128R, whose registered office is at 130-136 Sydenham Road, London, SE26 5JY; and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD**, of Civic Centre, Silver Street, Enfield, EN1 3XA; and
- (5) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**, of 5 Pancras Square, London, N1C 4AG; and
- (6) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM**, of Hammersmith & Fulham Council, Town Hall, King Street, Hammersmith, London, W6 9JU; and
- (7) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY**, of Haringey Register Office, George Meehan House, 294 High Road, Wood Green, N22 8JZ; and
- (8) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET**, of 2 Bristol Avenue, Colindale, NW9 4EW; and
- (9) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH**, of 6 Brixton Hill, London, SW2 1EG; and
- (10) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH**, of The Town Hall, Wandsworth High Street, London, SW18 2PU; and
- (11) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK**, of 160 Tooley St, London, SE1 2QH; and
- (12) **SUTTON HOUSING PARTNERSHIP**, of Civic Offices, St Nicholas Way, Sutton, SM1 1EA; and
- (13) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WALTHAM FOREST**, of 16 The Ridgeway, Chingford, London, E4 6PS; and
- (14) **LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**, of City Hall, 64 Victoria Street, London, SW1E 6QP; and
- (15) **NOTTING HILL GENESIS**, a registered society under the Co-operative and Community Benefit Societies Act 2014 under registered number 7746, whose registered office is at Bruce Kenrick House, 2 Killick Street, London, N1 9FL; and

- (16) **ORBIT GROUP LIMITED**, a registered society under the Co-operative and Community Benefit Societies Act 2014 under registered number 28503R, whose registered office is at Garden Court, Binley Business Park, Harry Weston Road, Binley, Coventry, CV3 2SU; and
- (17) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KINGSTON-UPON-THAMES**, of Guildhall, Kingston upon Thames, Surrey, KT1 1EU; and
- (18) **SOUTHERN HOUSING**, a registered society under the Co-operative and Community Benefit Societies Act 2014 under registered number 8983, whose registered office is at Fleet House, 59-61 Clerkenwell Road, London, EC1M 5LA; and
- (19) **WANDLE HOUSING ASSOCIATION LIMITED**, a registered society under the Co-operative and Community Benefit Societies Act 2014 under registered number 19225R, whose registered office is at 230 Blackfriars Road, London, SE1 8NW;

together **the Parties**.

## **RECITALS**

- (A) The parties to this agreement came together to submit a joint bid to the Department for Energy Security and Net Zero for funding under Wave 3 of the Social Housing Decarbonisation Fund Wave 3.
- (B) The Wave 3 Bid was successful and the Parties have been awarded an aggregate sum of £77,937,578.00.
- (C) The Wave 3 Bid was predicated on the parties forming a consortium to provide the governance framework for delivery of the programme.

## **IT IS HEREBY AGREED**

### **1 Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Agreed Proportions:** each Party's proportion shall equal the proportion of grant that Party has been allocated under the Programme as a percentage of the total Wave 3 Grant.

**Agreed Purposes:** the performance by each Party of its obligations under this agreement, for the Term of the agreement.

**Amalgamation:** any two or more registered societies may, by special resolution of each of them, become amalgamated together as one society in accordance with s.109 of the Co-operative and Community Benefit Societies Act 2014 (**CCBSA 2014**).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Communications Plan:** the communication plan for the Partnership as contained within the Operations Plan and maintained and updated by the Programme Management Board.

**Data Discloser:** means a Party that discloses personal data to another Party in accordance with clause 10.

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder); the retained EU law version of the General Data Protection Regulation

((EU) 2016/679); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party. The terms **Controller, processor, data subjects, personal data, personal data breach, processing and appropriate technical and organisational measures** have the meanings given to them in the Data Protection Legislation.

**Data Subject** has the same meaning as set out in the Data Protection Legislation.

**Delivery Groups:** the groups constituted and operated in accordance with the Delivery Group Terms of Reference.

**Delivery Group Terms of Reference:** the terms of reference of the Delivery Groups as set out in Part 3 of Schedule 1 as may be amended from time to time by a decision of the Steering Group with such decision and updated terms of reference being notified in writing to all Parties in advance of taking effect.

**Dispute:** has the meaning given in clause 15.1.

**Effective Date:** means 1<sup>st</sup> May 2025.

**Electronic Communication:** shall have the meaning set out in Section 148 of the Cooperative and Community Benefit Societies Act 2014.

**Event of Force Majeure:** has the meaning given in paragraph 3.2 of Schedule 2.

**Expelled Party:** has the meaning given in clause 8.2.

**Financial Year:** means each financial year of the Partnership ending on 31 March or such other date as the Programme Management Board may agree.

**Group:** in relation to an entity, that entity, any subsidiary or holding entity from time to time, and any subsidiary from time to time of a holding company of that entity.

**Group Transfer:** means the assignment, transfer or novation of this agreement to another entity within that Party's Group.

**Good Industry Practice:** using standards, practices, methods and procedures conforming to the law and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading organisation within the housing sector.

**Host Member:** means the London Borough of Camden, or such other party appointed as Host Member in accordance with Schedule 2, paragraph 1.

**Host Member Services:** means the services to be provided by the Host Member to the Partnership as contained in Schedule 2.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Intended Outcomes:** the short, medium and long term objectives, as set out in the Operations Plan.

**Leaving Party:** a Retiring Party or an Expelled Party.

**London Councils:** a private company limited by guarantee without share capital (registered number 03037449) whose registered office is at 4th Floor 12 Arthur Street, London, England, EC4R 9AB.

**New Party's Agreement:** the deed contained in Schedule 4.

**Operating Costs:** any costs of operating the Partnership.

**Operations Plan:** as agreed by the Parties from time to time.

**Partnership** means the consortium arrangements provided for in this Agreement which has the name 'London's Strategic Partnership for Warm Homes Social Housing Fund'.

**Permitted Recipient:** for the purposes of Data Protection Legislation means a Party to whom Shared Personal Data is disclosed by a Controller.

**Programme:** the delivery of decarbonisation works by the Parties as set out in the Wave 3 Bid and Operations Plan.

**Programme Management Board:** the group constituted and operated in accordance with the Programme Management Board Terms of Reference.

**Programme Management Board Terms of Reference:** the terms of reference of the Programme Management Board as set out in Part 2 of Schedule 1 as may be amended from time to time by a decision of the Steering Group with such decision and updated terms of reference being notified in writing to all Parties in advance of taking effect.

**Registered Provider:** an entity that is registered with the Regulator of Social Housing to provide and manage affordable housing.

**Related Grant Agreement:** a grant agreement entered into by the Host Member and relevant Party as a step-down of the Wave 3 Grant from the Host Member to the relevant Party.

**Relevant Requirements:** all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

**Representative:** means a person appointed by a Party to act as its representative on the Steering Group, Programme Management Board and / or Delivery Groups including any alternate appointed under Schedule 1.

**Retiring Party:** has the meaning given in clause 8.1.

**Secretariat Provider:** the organisation providing secretariat functions to the Host Member in relation to the Partnership which shall be London Councils of 4<sup>th</sup> Floor, 12 Arthur Street, London EC4R 9AB or such other replacement provider as may be decided by the Steering Group subject to and in accordance with any terms governing the appointment of the Secretariat Provider as shall be notified in writing to all Parties.

**Shared Personal Data:** the personal data shared between two or more Parties for the purposes of the Activities under this agreement.

**Steering Group:** the group constituted and operated in accordance with the Steering Group Terms of Reference.

**Steering Group Terms of Reference:** the terms of reference of the Steering Group as set out in Schedule 1 Part 1 Operation of the Partnership as may be amended from time to time by a decision of the Steering Group with such decision and updated terms of reference being notified in writing to all parties in advance of taking effect.

**Term:** means a period of four years from the Effective date subject to being terminated sooner in accordance with the terms of this Agreement.

**Transfer of Engagements:** a transfer of engagements by one registered society to another Registered Provider in accordance with s.110(1) of the CCBSA 2014.

**Wave 3 Bid:** the bid to the Department for Energy Security and Net Zero for funding under Wave 3 of the Social Housing Decarbonisation Fund Wave 3 as set out at Schedule 3.

**Wave 3 Grant:** the grant awarded to the Partnership in accordance with the Wave 3 Bid.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this **agreement** includes the Schedules. References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any Party shall include that Party's personal representatives, successors and permitted assignees.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.



## **2 Scope and Term**

- 2.1 The Parties agree to come together in accordance with the terms of this Agreement to jointly manage the delivery of the Programme.
- 2.2 This Agreement comes into effect on the Effective Date and shall continue for the Term.

## **3 Operations Plan**

- 3.1 The Parties shall use reasonable endeavours to act in accordance with the scope and terms of the Operations Plan.
- 3.2 The Operations Plan may be reviewed and updated from time to time by the Steering Group.
- 3.3 The following governance arrangements are established with effect from the Effective Date:
  - 3.3.1 a Steering Group;
  - 3.3.2 a Programme Management Board;
  - 3.3.3 Delivery Groups;
  - 3.3.4 a Host Member is appointed on the terms of Schedule 2 to provide the Host Member Services.

## **4 Mutual responsibilities**

- 4.1 Each Party recognises the importance of collaboration for the successful delivery of the Programme and shall engage with the scope of this Agreement in good faith and in an open and collaborative way with the agreed purpose of successfully delivering the Programme.
- 4.2 Each Party shall in relation to the activities and/or obligations allocated to it in the Operations Plan:
  - 4.2.1 perform such obligations in accordance with the terms of the Operations Plan and the governance arrangements established in this Agreement;
  - 4.2.2 use reasonable care and skill in performing such obligations;
  - 4.2.3 comply with Good Industry Practice in performing such obligations;
  - 4.2.4 comply with all laws applicable to such obligations;
  - 4.2.5 obtain and maintain consents, suitable insurances, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations.
- 4.3 Each Party shall supply to the other Parties information, documentation, materials, details, reports, feedback and data (including property and financial data) and provide assistance reasonably requested by those other Parties relating as is reasonably necessary to enable the other Parties to perform their own obligations in relation to the Programme.

## **5 Operating Costs**

- 5.1 The Operating Costs of the Partnership are provided for in the Operations Plan. The funding of such Operating Costs shall be as set out in the Operations Plan to include the use of Wave 3 Grant and other grant.
- 5.2 Any Operating Costs beyond those approved in the Operations Plan shall only be incurred if approved by the Steering Group and then shall be borne by the Parties in the Agreed Proportions.
- 5.3 All costs will be monitored against the Operations Plan by the Programme Management Board.
- 5.4 The Host Member (and, where relevant, each other Party) shall maintain a complete and accurate record of the costs it incurs on behalf of the Partnership and will make such records available to the Programme Management Board and / or Steering Group upon request.
- 5.5 Except as explicitly provided for in the Operations Plan or approved by the Steering Group, each Party shall not be entitled to charge another Party for the provision of anything it provides in connection with the fulfilment of this Agreement.

## **6 Announcements**

- 6.1 Subject to clause 6.2, no Party shall make, or permit any person to make, any public announcement, communication or circular (**Announcement**) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the Programme Management Board (such consent not to be unreasonably withheld or delayed) or except as permitted in the Communications Plan. The Parties shall consult together on the timing, contents and manner of any release of any Announcement.
- 6.2 Where an Announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Party required to make the announcement shall promptly notify the other Parties. The Party concerned shall make all reasonable endeavours to agree the contents of the announcement before making it.

## **7 Admission of a new party**

- 7.1 An organisation may be admitted as a new party of the Partnership with the written approval of the Steering Group (**New Party**).
- 7.2 Any New Party admitted under clause 7.1 shall be bound by the provisions of this Agreement and shall execute a New Party's Agreement. The Host Member (on behalf of the other Parties) will counter-execute each New Party's Agreement in respect of a New Party authorised under clause 7.1.

## **8 Retirement and expulsion**

- 8.1 Any Party other than the Host Member may leave the Partnership (**Retiring Party**) by giving not less than 6 months' written notice addressed to the Steering Group of its intention to retire from the Partnership.
- 8.2 Any Party may be expelled from the Partnership (**Expelled Party**) by one month's written notice served by the Steering Group where the Party concerned has committed one of the following breaches (at which point it will be termed a **Defaulting Party**):

- 8.2.1 commits any serious breach or persistent breaches of any term of this Agreement or a Related Grant Agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within 30 days of the Steering Group serving written notice on that Party requiring such remedy; fails to pay any money owing by it to another Party in accordance with clause 5 on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
- 8.2.2 undertakes any activity that has, or is reasonably likely to have, a serious adverse effect on the Partnership. Serious adverse effect shall include, but not be limited to, any event, action or circumstance which is likely, in the opinion of the Steering Group, to be materially adverse to the ability of the Partnership to successfully deliver the Programme; or
- 8.2.3 becomes insolvent or unable to pay its debts as they fall due or enters into a composition with its creditors or admits in writing its inability to pay its debts as they fall due or declares its inability to carry on business in whole or in substantial part or any resolution is passed or other action taken for the appointment of a liquidation, administration, receiver or other insolvency officer or enters into a moratorium triggered on the occurrence of the events as defined at section 145(2) of the Housing and Planning Act 2016;

providing always, before any written notice to expel the Defaulting Party served by the Steering Group is deemed to be effective, the Defaulting Party shall have a right to call an extraordinary meeting of the Steering Group to make representations about the grounds for expulsion and present mitigation to enable the Parties if possible to resolve the issue without the expulsion becoming effective, save that the non-Defaulting Parties, acting in good faith, shall have no obligation to defer the expulsion where in their reasonable opinion it is proportionate and reasonable for the Defaulting Party to be expelled from the Partnership.

- 8.3 A Leaving Party shall take all reasonable steps necessary in good faith to ensure the transfer of relevant activity, data, documents or other measures reasonably needed for the on-going delivery of the Operations Plan.
- 8.4 In the event that a Host Member is expelled in accordance with this clause 8, it shall (acting in good faith) and at its own cost:
  - 8.4.1 transfer the relevant Host Member Services to the successor Host Member, as agreed by the Steering Group and successor Host Member, so:
    - (a) this does not have any adverse effect on the continuity and quality of the Host Member Services being provided to, or carried on by, the Partnership; and
    - (b) that any such transfer is carried out in such a manner as to cause the least possible disruption to the Partnership;
  - 8.4.2 co-operate with the continuing Parties to facilitate the orderly and efficient transfer of all obligations, functions and activities then being carried on by it as Host Member.
- 8.5 A Leaving Party shall:
  - 8.5.1 pay all amounts due by the Leaving Party under the Operations Plan, provided that the Steering Group may, acting reasonably, determine the extent to which the total

amount due from the Leaving Party may be varied in light of the mitigations available to the Partnership;

8.5.2 not be entitled to a refund of any sums already paid in respect of the Partnership.

8.6 Upon a Leaving Party departing the Steering Group shall use its reasonable endeavours to agree whether, how and when any beneficial interest the Leaving Party may have in any asset/s of the Partnership shall be refunded to the Leaving Party. This will be determined in accordance with the following principles:

8.6.1 any refunds, where possible and appropriate, will be in accordance with the Agreed Proportions,

8.6.2 the award of any refunds will be at the discretion of the Steering Group.

8.6.3 without limitation, no refund shall be made (unless agreed otherwise by the Steering Group) where this would in the opinion of the Programme Management Board:

(a) require the disposal of the relevant asset/s;

(b) require the remaining Parties to make any further financial contribution to the Partnership; or

(c) prejudice the ongoing delivery of the Partnership in accordance with the Operations Plan.

8.7 Where it is agreed that a refund will be made to a Leaving Party in accordance with clause 8.5 (a **Refund**), this shall be made after deducting:

8.7.1 any outstanding amounts, costs and expenses which the Steering Group determines relates to that Leaving Party; and

8.7.2 the Leaving Party's share of any amounts, costs and expenses which have been agreed pursuant to this Agreement which have been committed but where the amount, cost or expense has not yet fallen due (the **Amounts**).

8.8 Where such Amounts are greater than any Refund, the Leaving Party shall pay any such excess to the Host Member within 10 Business Days of demand by the Host Member.

## **9 Confidentiality**

9.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a Party to any other Party whether before or after the date of this agreement in connection with the Partnership, including information which:

9.1.1 relates to the existence and terms of this agreement or any agreement entered into in connection with the Partnership;

9.1.2 would be regarded as confidential by a reasonable business person relating to:

(a) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing Party (or of any member of the Group to which the disclosing Party belongs); and

- (b) the operations, processes, product information, know-how, designs, trade secrets, stock condition data or software of the disclosing Party (or of any member of the Group to which the disclosing Party belongs);
- 9.1.3 is developed by the Party in the course of carrying out this Agreement or any Activity.
- 9.2 The provisions of this clause shall not apply to any Confidential Information that:
  - 9.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party in breach of this clause); or
  - 9.2.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; or
  - 9.2.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or
  - 9.2.4 the Parties agree in writing is not confidential or may be disclosed.
- 9.3 Each Party shall keep the other Parties' Confidential Information confidential and shall not:
  - 9.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (**Permitted Purpose**); or
  - 9.3.2 disclose such Confidential Information in whole or in part to any third party , except as expressly permitted by this clause.
- 9.4 A Party may disclose the other Party's Confidential Information to those of its employees, officers, representatives and advisors who need to know such Confidential Information for the Permitted Purpose, provided that:
  - 9.4.1 it informs such persons of the confidential nature of the Confidential Information before disclosure; and
  - 9.4.2 it procures that those persons shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a Party to this agreement,

and at all times, it is liable for the failure of any person to comply with the obligations set out in this clause.
- 9.5 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Parties as much notice of such disclosure as possible.
- 9.6 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 9.7 Each Party shall on its retirement or expulsion from the Partnership:

- 9.7.1 return to the other relevant Parties all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
  - 9.7.2 erase all the other Parties' Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
  - 9.7.3 certify in writing to the other Parties that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party.
- 9.8 Except as expressly stated in this agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.
- 9.9 The provisions of this clause 9 shall continue to apply after termination of this agreement in accordance with clause 12.

## **10 Data protection**

- 10.1 This clause sets out the framework for the sharing of personal data between the Parties as controllers (each a **Controller**). Each Party acknowledges that one Controller (the **Data Discloser**) will routinely disclose to the other Controller Shared Personal Data collected by the Data Discloser for the Purposes.
- 10.2 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 10.3 Each Party shall appoint a single point of contact (**SPoC**) who will work together with the other SPoCs to reach an agreement with regards to any issues arising from the data sharing.
- 10.4 Each Controller shall:
- 10.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
  - 10.4.2 (unless the appropriate consent has been given) give full information to any Data Subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - 10.4.3 process the Shared Personal Data in relation to this agreement only for the Agreed Purposes;
  - 10.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- 10.4.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 10.4.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other Controllers (as required), to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 10.4.7 not transfer any personal data received from the Data Discloser outside the United Kingdom unless the transferor:
  - (a) complies with the applicable provisions of Data Protection Legislation relating to such transfers; and
  - (b) ensures that (i) the transfer is to a country approved as providing adequate protection pursuant to the Data Protection Legislation; (ii) there are appropriate safeguards in place pursuant Data Protection Legislation; or (iii) one of the derogations for specific situations permitted under the Data Protection Legislation applies to the transfer.
- 10.5 Each Controller shall assist any other Controller in complying with all applicable requirements of the Data Protection Legislation. In particular, each Controller shall (as applicable):
  - 10.5.1 consult with the other Controllers about any notices given to Data Subjects in relation to the Shared Personal Data;
  - 10.5.2 promptly inform the Host Member about the receipt of any data subject access request;
  - 10.5.3 provide any other Controller with reasonable assistance in complying with any data subject access request;
  - 10.5.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other Controller wherever possible;
  - 10.5.5 assist the other Controllers, at the cost of the relevant Controller, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
  - 10.5.6 notify the other Controllers without undue delay on becoming aware of any breach of the Data Protection Legislation;
  - 10.5.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
  - 10.5.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
  - 10.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow access to that information by the Host Member or an agent of the Host Member where required for compliance or audit purposes.

## **11 Intellectual property**

- 11.1 All Intellectual Property Rights developed or created by a Party through delivery of the Programme shall be owned by that Party save for intellectual Property Rights created by a Party specifically for the benefit of the Partnership as a whole including the Partnership name and branding (**Partnership IPR**).
- 11.2 Each relevant Party grants to the other Parties a non-exclusive, royalty-free licence to use the Partnership IPR for any purpose relating to the Partnership subject to the terms of this Agreement. Each Party shall ensure that it has all necessary rights from third parties to allow the grant of such licence.

## **12 Duration and termination**

- 12.1 This Agreement shall remain in force for the Term, unless it is terminated in accordance with clause 12.2.
- 12.2 This Agreement will terminate at such time and in such manner as the Parties shall unanimously determine but only on the basis that:
- 12.2.1 Operating Costs incurred up until then and termination costs and liabilities incurred are shared by the Parties on the basis set out in clause 5; and
- 12.2.2 any remaining resources, assets or funds attributable to the Partnership after the settlement of all liabilities shall be shared by the Parties on the basis of the Agreed Proportions.
- 12.3 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## **13 Survival**

- 13.1 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this agreement: clause 11 (Intellectual property), clause 9 (Confidentiality), clause 14 (Liability), clause 12 (Duration and termination), clause 15 (Resolution of disputes), and clause 29 (Governing law) shall remain in full force and effect.

## **14 Liability**

- 14.1 Each Party (save for the Host Member) agrees severally, that it will indemnify in accordance with its Agreed Proportion the Host Member against any liability or loss incurred by the Host Member arising out of:
- 14.1.1 the provision of Host Member Services delivered in accordance with this Agreement;
- 14.1.2 any breach by a Party (other than the Host Member) of any obligation under this Agreement or a grant agreement entered into in accordance with the terms of the Operations Plan.
- 14.2 No Party shall be liable to any other Party (so far as permitted by law) for indirect special or consequential loss or damage in connection with this agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.



- 14.3 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which that Party is entitled to bring a claim against any other Party under and in accordance with this Agreement.

## **15 Resolution of disputes**

- 15.1 If a dispute arises out of or in connection with this Agreement (**Dispute**) then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:

15.1.1 any Party shall serve to the Programme Management Board written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Programme Management Board shall attempt in good faith to resolve the Dispute;

15.1.2 if the Programme Management Board are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Steering Group who shall attempt in good faith to resolve it; and

15.1.3 if Steering Group is for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other parties to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

- 15.2 The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute.

## **16 Non-Exclusivity**

- 16.1 Nothing in this agreement shall restrict any Party's right to continue to conduct its business activities or arrangements that existed on the Effective Date or that otherwise come into being outside the scope of the Programme.

## **17 Assignment and other dealings**

- 17.1 Subject to clause 17.2, no Party shall assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its right and under this Agreement without the prior written consent of the Host Member.

- 17.2 A Party may assign any or all of its rights and obligations to a Party either by a Group Transfer, or as the result of a Registered Provider merger (via a Transfer of Engagements or Amalgamation), by giving 2 months' notice to the Host Member.

## **18 Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

## **19 Notices**

- 19.1 A notice given to a Party under or in connection with this agreement shall be in writing and sent to the Party at the address given in this agreement or as otherwise notified in writing to other party.

19.2 Notices issued to the Partnership shall be sent to the Secretariat Provider.

19.3 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<b>Delivery method</b>	<b>Deemed delivery date and time</b>
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage.	At the time recorded by the delivery service.
Email to Jack Ostrofsky – jack.ostrofsky@londoncouncils.gov.uk	At the time of transmission.

19.4 For the purpose of calculating deemed receipt:

19.4.1 all references to time are to local time in the place of deemed receipt; and

19.4.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

19.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20 Severance**

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **21 No partnership**

The parties agree that nothing contained in this Agreement shall constitute or imply the existence of a partnership between the parties within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907 or the Limited Liability Partnerships Act 2000.

## **22 Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **23 Waiver**

- 23.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 23.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **24 Counterparts**

- 24.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 24.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 24.3 No counterpart shall be effective until each party has executed at least one counterpart.

## **25 Third party rights**

- 25.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 25.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## **26 Further assurance**

Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

## **27 Costs**

Each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

## **28 Entire agreement**

- 28.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 28.2 Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

## **29 Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **30 Jurisdiction**

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **31 Warranties**

- 31.1 Each Party represents and warrants to the other Parties that it has the full power and authority to enter into and perform the terms contained in this Agreement, and that no further approvals are required for such execution and performance.

## **32 Anti-Bribery and Corruption**

- 32.1 Each Party shall during the term of this agreement:

32.1.1 comply with the Relevant Requirements; and

32.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

## **33 Anti-Slavery**

- 33.1 In performing its obligations under the agreement, each Party shall:

33.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-Slavery Laws) including but not limited to the Modern Slavery Act 2015; and

33.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales.

**In witness whereof** the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written.

## **Schedule 1**

### **Operation of the Partnership**

#### **Part 1: Steering Group Terms of Reference**

##### **1 Establishment and Constitution**

- 1.1 There shall be constituted a Steering Group in accordance with the terms of this Part 1 of Schedule 1.

##### **2 Function**

- 2.1 The function of the Steering Group is to act as the ultimate decision-making authority on matters affecting the grant, capital delivery and strategic priorities of the Partnership.

##### **3 Membership**

- 3.1 The membership of the Steering Group shall be:
- 3.1.1 the Host Member;
  - 3.1.2 London Councils;
  - 3.1.3 the two chairs of the Delivery Groups;
  - 3.1.4 up to two members of each of the Delivery Groups as selected on an annual basis by each of the relevant Delivery Groups.
- 3.2 Each member of the Steering Group shall have one vote.
- 3.3 All decisions made at any meeting of the Steering Group shall require unanimous agreement of the Steering Group. The Parties recognise the duty of good faith that is created through this Partnership Agreement and the need to undertake the function of the Steering Group in light of this duty.
- 3.4 The Greater London Authority (**GLA**) has the power to appoint an observer who will attend meetings of the Steering Group in accordance with a letter of appointment that shall include confidentiality obligations. Other Parties that are not members of the Steering Group may attend Programme Management Board meetings in an observer capacity.

##### **4 Committees**

- 4.1 The Steering Group may establish committees to undertake functions delegated from the Steering Group.
- 4.2 An Assurance Committee shall be established comprised of the London Councils, Host Member and Delivery Group Chairs to decide reallocations where the Steering Group decide that to be a more effective forum rather than the Steering Group or Programme Management Board for reasons of potential conflicts or otherwise.

##### **5 Conflicts**

- 5.1 The members of the Steering Group and any committees shall declare any relevant interests in business to be discussed and / or voted upon and shall manage potential conflicts of interests and / or confidentiality through the relevant member withdrawing from voting and / or discussions as the non-conflicted members decide is appropriate.

## **6 Appointment of Representatives**

- 6.1 Each of the corporate members of the Steering Group shall appoint a Representative to attend the Steering Group who shall have appropriate seniority and delegated authority to enable the Steering Group to function appropriately.
- 6.2 Each member of the Steering Group shall be entitled to appoint an alternate to act instead of the Representative who shall also have appropriate seniority and delegated authority to enable the Steering Group to function appropriately. Any alternate shall be notified in writing to the Steering Group in advance of the alternate acting in place of the Representative.

## **7 Failure to Attend Meetings**

- 7.1 Parties shall use their reasonable endeavours to procure that their Representative attends Steering Group meetings and in the event that a member of the Steering Group fails to attend more than three consecutive meetings of the Steering Group without permission of the Steering Group the Steering Group may remove that member and replace with another Party.

## **8 Election of Chair**

- 8.1 The Chair of the Steering Group shall be the Host Member Representative.
- 8.2 In the absence of the Chair at a meeting of the Steering Group, the Steering Group shall elect another member to chair that meeting.

## **9 Meetings**

- 9.1 The Steering Group may hold such meetings at such intervals as they shall find necessary or convenient or as reasonably requested to do so by any Member, and in any event not less frequently than quarterly.

## **10 Convening of Meetings**

- 10.1 The meetings of the Steering Group shall be convened by the Host Member by notice in writing and delivered to each Representative sent by post or Electronic Communication at least five clear working days before the day of the meeting.
- 10.2 A failure to send the notice to a Representative or to address it incorrectly shall not invalidate the calling of that meeting.
- 10.3 The agenda for each meeting of the Steering Group shall be circulated by the Secretariat Provider with all relevant papers at least 5 Business Days in advance of the meeting.

## **11 Quorum of Meetings**

- 11.1 To constitute a meeting of the Steering Group two thirds of the members must be present including the Host Member for there to be a quorum.
- 11.2 To constitute a meeting of the Assurance Committee all members must be present for there to be a quorum.
- 11.3 No item of business shall be concluded at any meeting unless a quorum is participating at the beginning of the meeting and also when that business is voted on.

## **12 Communication with the Steering Group**

Any written communication which a Party wishes to bring to the attention of the Steering Group shall be addressed to the Chair copied to the Secretariat Provider.

## **Part 2: Programme Management Board Terms of Reference**

### **13 Establishment and Constitution**

- 13.1 There shall be a Programme Management Board established and constituted in accordance with this Part 2 of Schedule 1.

### **14 Function**

- 14.1 The function of the Programme Management Board is to implement the Partnership's Operations Plan, coordinating collaborative activities agreed within it, escalate issues to the Steering Group as appropriate and oversee the Partnership programme management function.

### **15 Membership**

- 15.1 The membership of the Programme Management Board shall be:
- 15.1.1 Secretariat Provider;
  - 15.1.2 The Vice Chair of each of the Delivery Groups
  - 15.1.3 one member of each of the Delivery Groups as selected on an annual basis by each of the relevant Delivery Groups.
- 15.2 Each member of the Programme Management Board shall have one vote.
- 15.3 All decisions made at any meeting of the Programme Management Board shall require majority agreement of the Programme Management Board. Any two members of the Programme Management Board may escalate a decision to the Steering Group.
- 15.4 The GLA has the power to appoint an observer who will attend meetings of the Programme Management Board in accordance with a letter of appointment that shall include confidentiality obligations. Other Parties that are not members of the Steering Group may attend Programme Management Board meetings in an observer capacity.
- ### **16 Appointment of Representatives**
- 16.1 Each of the corporate members of the Programme Management Board shall appoint a Representative to attend the Programme Management Board who shall have appropriate seniority and delegated authority to enable the Programme Management Board to function appropriately.
- 16.2 Each corporate member of the Programme Management Board shall be entitled to appoint an alternate to act instead of the Representative who shall also have appropriate seniority and delegated authority to enable the Programme Management Board to function appropriately. Any alternate shall be notified in writing to the Programme Management Board in advance of the alternate acting in place of the Representative.

## **17 Conflicts**

- 17.1 The members of the Programme Management Board shall declare any relevant interests in business to be discussed and / or voted upon and shall manage potential conflicts of interests and / or confidentiality through the relevant member withdrawing from voting and / or discussions as the non-conflicted members decide is appropriate.

## **18 Failure to Attend Meetings**

- 18.1 Parties shall use their reasonable endeavours to procure that their Representative attends Programme Management Board meetings and in the event that a member of the Programme Management Board fails to attend more than three consecutive meetings of the Programme Management Board without permission of the Programme Management Board the Programme Management Board may remove that member and replace with another Party.

## **19 Election of Chair**

- 19.1 The Chair of the Programme Management Board shall be the Secretariat Provider.
- 19.2 In the absence of the Chair at a meeting of the Programme Management Board, the Programme Management Board shall elect another member to chair that meeting.

## **20 Meetings**

- 20.1 The Programme Management Board may hold such meetings at such intervals as they shall find necessary or convenient or as reasonably requested to do so by any Member, and in any event not less frequently than quarterly.

## **21 Convening of Meetings**

- 21.1 The meetings of the Programme Management Board shall be convened by the Host Member by notice in writing and delivered to each Representative sent by post or Electronic Communication at least five clear working days before the day of the meeting.
- 21.2 A failure to send the notice to a Representative or to address it incorrectly shall not invalidate the calling of that meeting.
- 21.3 The agenda for each meeting of the Programme Management Board shall be circulated by the Secretariat Provider with all relevant papers at least 5 Business Days in advance of the meeting.

## **22 Quorum of Meetings**

- 22.1 To constitute a meeting of the Programme Management Board a majority of the members must be present.
- 22.2 No item of business shall be concluded at any meeting unless a quorum is participating at the beginning of the meeting and also when that business is voted on.

## **23 Communication with the Programme Management Board**

Any written communication which a Party wishes to bring to the attention of the Programme Management Board shall be addressed to the Chair copied to the Secretariat Provider.



### **Part 3: Delivery Groups Terms of Reference**

#### **24 Establishment and Constitution**

- 24.1 There shall be two Delivery Groups each constituted and operated in accordance with this Part 3 of Schedule 1.

#### **25 Function**

- 25.1 The function of the Delivery Groups shall be defined by the geographical area of retrofit activity intended at the onset size, type, and retrofit experience.

- 25.2 The Delivery Groups shall coordinate collaboration with the Partnership members and key stakeholders by:

25.2.1 facilitating focussed client oversight over centralised services aligned to Partnership's strategic priorities;

25.2.2 providing regular and close oversight on delivery by monitoring delivery progress and giving the Partnership early warning for potential grant reallocations.

25.2.3 providing opportunities for all members to lead aspects of Partnership.

#### **26 Membership**

- 26.1 The membership of the Delivery Groups shall be as follows.

<b>Delivery Group West</b>	<b>Delivery Group East</b>
<ul style="list-style-type: none"><li>- Barnet</li><li>- Camden</li><li>- Enfield</li><li>- Hammersmith and Fulham</li><li>- Kingston</li><li>- Notting Hill Genesis</li><li>- Sutton</li><li>- Wandle</li><li>- Wandsworth</li><li>- Westminster</li></ul>	<ul style="list-style-type: none"><li>- City of London</li><li>- Clarion</li><li>- Haringey</li><li>- Hexagon</li><li>- Lambeth</li><li>- Orbit</li><li>- Southwark</li><li>- Southern</li><li>- Waltham Forest</li></ul>

#### **27 Appointment of Representatives**

- 27.1 Each of the corporate members of a Delivery Group shall appoint a Representative to attend the Delivery Group who shall have appropriate seniority and delegated authority to enable the Delivery Group to function appropriately.

- 27.2 Each corporate member of the Delivery Group shall be entitled to appoint an alternate to act instead of the Representative who shall also have appropriate seniority and delegated authority to enable the Delivery Group to function appropriately. Any alternate shall be

notified in writing to the Delivery Group in advance of the alternate acting in place of the Representative.

- 27.3 The election of the Chair, Vice Chair and representatives to the Project Management Board and Steering Group shall be by majority vote.

## **28 Conflicts**

- 28.1 The members of the Delivery Group shall declare any relevant interests in business to be discussed and / or voted upon and shall manage potential conflicts of interests and / or confidentiality through the relevant member withdrawing from voting and / or discussions as the non-conflicted members decide is appropriate.

## **29 Failure to Attend Meetings**

- 29.1 Parties shall use their reasonable endeavours to procure that their Representative attends Delivery Group meetings and in the event that a member of the Delivery Group fails to attend more than three consecutive meetings of the Programme Management Board without permission of the Delivery Group the Programme Management Board may remove that member and replace with another Party.

## **30 Election of Chair**

- 30.1 The Chair and Vice Chair of a Delivery Group shall be elected by the Programme Management Board at the first meeting of the Programme Management Board following the commencement of each Financial Year. A person who was previously the Chair may not be re-elected.
- 30.2 In the absence of the Chair at a meeting of the Delivery Group, the Delivery Group shall elect another member to chair that meeting.

## **31 Meetings**

- 31.1 The Delivery Group may hold such meetings at such intervals as they shall find necessary or convenient or as reasonably requested to do so by any Member, and in any event not less frequently than quarterly.

## **32 Convening of Meetings**

- 32.1 The meetings of the Delivery Group shall be convened by the Chair by notice in writing and delivered to each Representative sent by post or Electronic Communication at least five clear working days before the day of the meeting.
- 32.2 A failure to send the notice to a Representative or to address it incorrectly shall not invalidate the calling of that meeting.
- 32.3 The agenda for each meeting of the Delivery Group shall be circulated by the Secretariat Provider with all relevant papers at least 5 Business Days in advance of the meeting.

## **33 Quorum of Meetings**

- 33.1 To constitute a meeting of the Delivery Group a majority of the members must be present.
- 33.2 No item of business shall be concluded at any meeting unless a quorum is participating at the beginning of the meeting and also when that business is voted on.

## **Schedule 2**

### **Host Member Services**

#### **1 Provision and scope of Host Member Services**

- 1.1 The Host Member shall provide the Host Member Services and will be responsible for delivering a clearly identified scope of activity in relation to the Partnership as approved unanimously by the Steering Group.
- 1.2 Each Party acknowledges and agrees that the Host Member provides the Host Member Services as an adviser and consultant. The Host Member and its officers and employees will not, by providing the Host Member Services, become (corporately or individually) agents, officers or employees of any other Member.
- 1.3 The key terms of the Host Member role will be specified in writing and contained within the relevant Operations Plan.
- 1.4 The written scope of the role of the Host Member Services to be agreed within the relevant Operations Plan will include:
  - 1.4.1 scope of services to be undertaken by the Host Member;
  - 1.4.2 the agreed budget for delivery of the Host Member Services;
  - 1.4.3 an obligation to enter into the agreement with DESNZ for the Wave 3 Grant and step-down agreements with the Parties and where relevant for the Parties to enter into step down agreements with the Host Member to enable the Host Member to pass on funding and associated liability that the Host Member receives on behalf of the Partnership;
  - 1.4.4 duration of role; and
  - 1.4.5 accounting and reporting – any specific requirements, for example if separate bank account is to be used.

#### **2 Authority of the Host Member**

- 2.1 The Host Member is authorised to sign (as an agreement or a deed) any document which the Programme Management Board has approved which, in the opinion of the Host Member, it is necessary or expedient to sign:
  - 2.1.1 in connection with such documents; or
  - 2.1.2 in the course of carrying out the Host Member Services.

#### **3 Liability of the Host Member**

- 3.1 The Host Member undertakes to the Parties that:
  - 3.1.1 it will carry out and perform the Host Member Services with reasonable care and skill;
  - 3.1.2 it shall comply with all statutory obligations applicable to the performance of the Host Member Services; and

- 3.1.3 it will provide to the Programme Management Board all information and reports which the Programme Management Board may reasonably require relating to the provision of the Host Member Services.
- 3.2 The Host Member shall not be liable for failure to perform any Host Member Services if such failure results from acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes that are of a national effect and not limited to the Host Members work force only, act of God, war, riot, civil commotion, pandemic (including, without limitation, COVID-19 or any mutation), compliance with any law or regulation, fire, flood or storm (an **Event of Force Majeure**). The Host Member will give notice to the Parties immediately upon becoming aware of an Event of Force Majeure. The notice must contain details of the circumstances giving rise to the Event of Force Majeure.
- 3.3 Save as set out in this agreement, all warranties and other terms implied by statute or common law are excluded from this agreement, to the fullest extent permitted by law.
- 3.4 The Host Member shall not be liable to any other Party for any loss of profit, loss of business, depletion of goodwill or loss of anticipated savings, in each case whether direct, indirect or consequential, or for any other special, consequential or indirect losses.
- 3.5 Nothing in these terms excludes or limits the Host Member's liability for:
- 3.5.1 death or personal injury caused by the Host Member's negligence;
- 3.5.2 fraud or fraudulent misrepresentation; and
- 3.5.3 any other matter which it would be illegal for the Host Member to exclude.
- 3.6 Subject to paragraphs 3.7 of this Schedule 2 each Party agrees severally, that it will indemnify in accordance with its Agreed Proportion the Host Member and its employees, agents, advisers, consultants and sub-contractors (each an **Indemnified Party**) on demand against any liability or loss incurred by an Indemnified Party arising out of or relating to the provision of Host Member Services (whether such liability or loss relates to action taken or not taken).
- 3.7 Paragraphs 3.6 of this Schedule will not apply to the extent that the relevant liability or loss arises out of the gross negligence or wilful misconduct of the Indemnified Party.
- 3.8 The Host Member may decide not to act on decisions made by the Steering Group or Programme Management Board only where in the opinion of the Host Member the contemplated action would cause the Host Member to be in breach of statutory or regulatory obligations. The Host Member will not be liable to the other Parties for such decision.
- 4 **Sub-contracting**
- 4.1 The Host Member may appoint a sub-contractor and / or agents to deliver its Host Member Services including the Secretariat Provider provided that any change to the Secretariat Provider not contemplated within the Operations Plan shall require a specific decision of the Steering Group.
- 5 **Monies and accounting records**
- 5.1 The Host Member may maintain one or more separate bank accounts or other accounting arrangements which have been agreed and approved by the Programme Management Board and shall maintain appropriate records of expenditure incurred against approved

budgets. The Host Member will pay into such accounts all monies it receives on behalf of the Partnership and may pay all expenditure on behalf of the Partnership out of such accounts, but subject to any authorisation required under this agreement.

- 5.2 The Host Member will maintain appropriate accounting records to account for the income and expenditure of the Partnership. The Parties shall be entitled to have these accounts or accounting arrangements audited (at the expense of the Parties other than the Host Member, unless this audit demonstrates that the Host Member has failed to keep proper accounts and records). In this case, the Parties shall appoint a person or firm of auditors who they believe has appropriate experience in these matters to carry out the audit.

### Schedule 3

#### Wave 3 Bid



Annex A - Camden -  
Project Plan.pdf



Annex B - Camden -  
Evidence of Co-func



Annex C - Camden -  
Risk Register.pdf



Annex D - Camden -  
Delivery Confidence



Annex E - Camden -  
Cost Justification.pc



Camden - WH SHF  
Wave 3 Application

## **Schedule 4**

### **New Party's Agreement**

- 1     **We agree that the definitions and terms set out in the agreement dated**  
between:  
  
[ADD NAMES]  
  
and supplemental agreements dated on or before the date hereof (together the Agreement)  
shall apply to this New Member's Agreement.
- 2     **We accept the rights and obligations of the Parties set out in the Agreement as if we**  
**had executed the Agreement.**
- 3     **We shall abide by all the terms and conditions of the Agreement which bind a Party,**  
**with effect from the date when we are admitted as a Party.**

THE [COMMON SEAL] of [name of New Party] was affixed to this deed in the presence of:

Date:

We confirm that [       ] is a new party to the Agreement with effect from the date of this deed.

[THE COMMON SEAL] of [name of Host Member] (for itself and as attorney for each other  
Member) was affixed to this deed in the presence of:

Executed by the Parties as a **DEED** on the date set out at the head of this Agreement

**THE COMMON SEAL** of  
**MAYOR AND COMMONALTY**  
**AND CITIZENS OF THE CITY**  
**OF LONDON** was hereunto  
affixed in the presence of:

.....

Authorised Signatory

**THE COMMON SEAL** of  
**CLARION HOUSING**  
**ASSOCIATION LIMITED** was  
hereunto affixed in the presence  
of:

.....

Authorised Signatory

.....

Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF ENFIELD** was hereunto  
affixed in the presence of:

.....

Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of  
**HEXAGON HOUSING**  
**ASSOCIATION LIMITED** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF CAMDEN** was hereunto  
affixed in the presence of:

.....

Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF HAMMERSMITH AND**  
**FULHAM** was hereunto affixed  
in the presence of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF HARINGEY** was hereunto  
affixed in the presence of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF BARNET** was hereunto  
affixed in the presence of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF LAMBETH** was hereunto  
affixed in the presence of:

.....

Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF WANDSWORTH** was  
hereunto affixed in the presence  
of:

.....

Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF SOUTHWARK** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**SUTTON HOUSING**  
**PARTNERSHIP** was hereunto  
affixed in the presence of:

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Authorised Signatory

**THE COMMON SEAL** of **THE**  
**MAYOR AND BURGESSES**  
**OF THE LONDON BOROUGH**  
**OF WALTHAM FOREST** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**LORD MAYOR AND CITIZENS**  
**OF THE CITY OF**  
**WESTMINSTER** was hereunto  
affixed in the presence of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of  
**NOTTING HILL GENESIS** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of  
**ORBIT GROUP LIMITED** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of the  
**MAYOR AND BURGESSES**  
**OF THE ROYAL BOROUGH**  
**OF KINGSTON-UPON-**  
**THAMES** was hereunto affixed  
in the presence of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of  
**SOUTHERN HOUSING** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory

**THE COMMON SEAL** of  
**WANDLE HOUSING**  
**ASSOCIATION LIMITED** was  
hereunto affixed in the presence  
of:

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Authorised Signatory

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Authorised Signatory