



dated 21 October 2021

London Borough of Richmond upon Thames
and
Richmond Housing Partnership Limited

Collaboration Agreement

in relation to Ham Close, Richmond upon Thames

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Collaboration Agreement

dated 21 October 2021

Parties

- (1) **London Borough of Richmond upon Thames** of Civic Centre, 44 York Street, Twickenham TW1 3BZ (the **Council**); and
- (2) **Richmond Housing Partnership Limited** (a Registered Provider registered with the Regulator of Social Housing with registration number L4279 and as a registered society as defined in Section 1 of the Co-operative and Community Benefit Societies Act 2014 with registration number 30939) and whose registered office is at 8 Waldegrave Road, Teddington TW11 8GT (**RHP**).

Introduction

- (A) RHP is the registered proprietor of part of the Site and intends to carry out a comprehensive regeneration and redevelopment of the Site in conjunction with the Development Partner.
- (B) In order to assist with the regeneration of the Site, RHP has asked the Council for its support and assistance.
- (C) The Council has agreed to offer its support and assistance to the Project in accordance with the terms of this Collaboration Agreement.

Agreed terms

1 Definitions

- 1.1 In this Agreement the following terms have the following meanings unless inconsistent with the context:

Act means the Town and Country Planning Act 1990;

Additional Affordable Housing Commitment has the meaning given in Schedule 3:

Affordable Housing means housing which meets the affordability criteria set out in the Council's Tenancy Strategy and Intermediate Housing Policy, including meeting the affordability and rent service charge guidelines provided that where monies are being provided by way of grant funding by the Greater London Authority (**GLA**) the rent levels required under the associated GLA grant funding shall be used for the Project;

Affordable Housing Commitment means together the Baseline Affordable Housing Commitment and the Additional Affordable Housing Commitment as set out in Schedule 3;

Agreement for Sale means the agreement of even date for the sale of the LBRuT Land Interests to be entered into between (1) the Council and (2) RHP;

Architect means the architect to be appointed by RHP and/or the Development Partner to design the Project;

Baseline Affordable Housing has the meaning in Schedule 3;

Building Lease shall have the meaning in the Development Agreement;

Certifier means such firm appointed by RHP to monitor the construction works to be delivered as part of the Project and which certifier shall be approved by the Council (acting reasonably);

CF Disposition Deed(s) means either:

- (a) a lease of the New Community Centre or (as applicable) the Makerlab and (in each case) the curtilage of the same for a term of 250 years, at a peppercorn rent in accordance with the CF Disposition Deed Heads of Terms; or
- (b) a freehold transfer of the New Community Centre or (as applicable) the Makerlab and (in each case) the curtilage of the same;

in either case in accordance with the principles in the CF Disposition Deed Heads of Terms and which, in the case of a lease, shall include provisions for the payment and collection of service charge, and in the case of a freehold, shall include provisions for a rentcharge of covenants to secure payments (in the case of a lease, or freehold) as a contribution to reasonable and proper maintenance costs of:

- (i) any common service media; and
- (ii) in respect of reasonable common areas;

of which the tenant of or transferee under the CF Disposition Deed has the benefit (if any), in either case on a fair and reasonable basis in accordance with the CF Disposition Deed Heads of Terms (*mutatis mutandis*);

CF Disposition Deed Heads of Terms means the heads of terms for the CF Disposition Deed in Appendix 9;

CIL Regulations means the Community Infrastructure Levy Regulations [2010/948] as amended by the Community Infrastructure Levy (Amendment) Regulations 2011/987 and the Localism Act 2011 and **CIL Regulation** means one of them;

Commence the Development shall have the meaning given in the CIL Regulations;

Community Facilities means community facilities to include health facilities, provision of services for children and young people and/or such other facilities agreed between the Parties as further described in Appendix 5 and which shall comprise, without limitation, the New Community Centre and the Makerlab and which shall each be provided on either a freehold or leasehold basis, and which shall include full fitting-out and equipping (to be agreed as part of the design development of the New Community Centre and the Makerlab) and up to the Maximum Price;

Conceptual Masterplan means the masterplan dated October 2016 a copy of which is attached as Appendix 2;

Council Adjoining Land means the Woodville Day Centre;

Council's Intermediate Housing Policy Statement as found on the Council's website Intermediate Housing Policy Statement 2018 or as the same is replaced or updated from time to time;

Council's Tangible Investment has the meaning given in Schedule 2;

Council's Tenancy Strategy as found on the Richmond Council website 'Tenancy Strategy June 2019;

CPO Powers means one or more compulsory purchase orders that may be made by the Council pursuant to section 226 Town & Country Planning Act 1990 and/or such other appropriate power of acquisition as the case may be to acquire Third Party Interests in the Site;

Customer Offers means the customer offers attached at Appendix 10;

Deed of Adherence means the form of deed as set out in Appendix 6 subject to any amendments agreed between the Council, RHP and the Development Partner;

Development shall have the meaning given in the Agreement for Sale;

inter alia* **Development Agreement means the Agreement for Lease and Development to be entered into between ***(1) RHP and (2) the Development Partner, in the form supplied to the Council's Solicitors by RHP's Solicitors most recently prior to the date hereof; *BB*

Development Partner means Hill Residential Limited (company number 04251718) or such other development partner selected by RHP at its sole discretion as a result of the procurement process referred to at clause 8

Development Partnership Board means any meeting between RHP and the Development Partner at which administrative matters relating to the Project will be agreed and where such matters will not materially adversely affect the delivery of the obligations of this Agreement;

Development Period means the period from the date of this Agreement to the later of (i) sale of the final Dwelling at the Site and (ii) surrender, merger or other determination of the Building Lease by the Development Partner to RHP pursuant to the Development Agreement;

Development Principles means the principles set out in clause 2.1;

Disposals Clawback Agreement means the agreement and terms set out in the Sixteenth Schedule to the Transfer Agreement;

Dispute Notice shall have the meaning given in clause 12.1;

Dwelling means a flat or house to be constructed as part of the Project;

Estate means the existing housing estate known as Ham Close Estate, TW10;

Financially Viable means viable and consistent within the meaning of the Viability Condition;

Grant Funding means a financial grant determined by the Council in accordance with clause 7;

Grant Funding Terms means terms setting out the terms of the Grant Funding that are to be substantively in the form as set out at Appendix 8;

Independent Person shall have the meaning in clause 12.1.3;

Insolvent means the occurrence of an Insolvency Event;

Insolvency Event means any of the following:

- (a) an encumbrancer lawfully takes possession or an administrative receiver, receiver, administrator or similar person is appointed over the whole or any significant part of a Party's undertaking, property or assets; or
- (b) an order is made or a resolution is passed or a notice is issued convening a meeting for the purpose of passing a resolution or any analogous proceedings are taken for the appointment of an administrator or winding up, liquidation or dissolution (other than for the purposes of a reconstruction or amalgamation without insolvency); or
- (c) a Party makes assignment for the benefit of, or an arrangement or composition with, its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or
- (d) a Party requests the appointment of a receiver or administrative receiver or administrator or any step is taken by any person to enforce any rights under or pursuant to any mortgage, charge, pledge, lien or any encumbrance or security interest of any kind over any significant part of its undertaking, property or assets; or
- (e) a court order or decree approves as properly filed a petition seeking the reorganisation, arrangement or adjustment of a Party under any applicable law (other than for the purpose of a reconstruction or amalgamation without insolvency); or
- (f) a Party ceases to carry on business;
- (g) a Party is dissolved or suffers any analogous event to any of the above in any jurisdiction;

Land Parcel 3 shall mean that part of the LBRuT Land Interest edged red and numbered 3 on Plan 2;

Land Parcel Price shall have the meaning in the Agreement for Sale;

Land Payment means the total aggregate amount of the Land Parcel Price at any time paid or to be paid by RHP to the Council pursuant to the Agreement for Sale;

LBRuT Land Interests means the land the subject of the Agreement for Sale and shown edged red on Plan 2;

LPA means the local planning authority to whom the Planning Application will be submitted;

Makerlab means a space (being a building or part of a building) for volunteers and local people to undertake recycling, DIY and craft activities, with computer and electronics facilities, including seeking to create and invent new things, for the benefit of local people;

Market Units means residential units to be constructed as part of the Project and which are not designated as Affordable Housing;

Matters of Principle means items that will be discussed by the Project Board and shall include:

- (a) the acquisitions of and/or extinction of interests and rights in or over the Site held by third parties and the terms on which they are to be acquired or extinguished but only to the extent the Council is requested to use, or threaten to use, its CPO Powers;
- (b) the proposed Planning Application;
- (c) any material change from a Matter of Principle already discussed by the Project Board.

Maximise Value means that the financial return generated by the Project is maximised in accordance with the Development Principles;

Maximum Price means a sum equivalent to the Reduced Land Payment exclusive of VAT (if applicable);

Minimum Contract Requirement means the terms on which the Development Partner will let any building contract, sub-contract with a material design responsibility (if applicable), or professional appointment, in connection with the Community Facilities (whether or not relating to other parts of the Project) and as set out in clause 30.6.2 of the Agreement for Sale;

New Community Centre means the community centre as described in Appendix 5 and to be constructed as part of the Community Facilities;

Nomination Rights means, subject to the requirements of the Greater London Authority, the standard nominations arrangements that exist between RHP and the Council, an example copy of which is at Appendix 4, and RHP and the Council agree that:

- (a) any Affordable Housing provided will first be used to rehouse existing residents of the Estate and, when the same become void, will be subject to 75% nominations by the Council; and

- (b) that (i) any Affordable Housing which is provided in addition to the replacement stock and (ii) any surplus Affordable Housing not used for such rehousing under limb (a) of this definition, shall be subject to 100% nominations rights for the Council on first lets, and thereafter to 75% nominations by the Council for relets;

Operational Matters will include (but are not limited to):

- (a) the selection, method of selection and terms of engagement of professional planning consultants, engineers, solicitors and other advisers if applicable in accordance with the Development Agreement;
- (b) the selection, method of selection and terms of engagement of the Development Partner;
- (c) (without prejudice to Schedule 1) the application for planning permission in accordance with the Development Agreement;
- (d) the incurring of costs in relation to the Project;
- (e) the terms of any financial assistance to fund the Project;

Overage Share shall have the meaning in Schedule 2;

Parties means RHP and the Council; and "Party" means either one of them;

Phase 1 shall have the meaning given in the Agreement for Sale;

Phase 2 shall have the meaning given in the Agreement for Sale;

Phase 3 shall have the meaning given in the Agreement for Sale;

Plans means the plans appended to this Agreement at Appendix 1 and reference to "Plan 1", "Plan 2", "Plan 3" etc. means the plan attached so numbered;

Planning Agreement means an agreement affecting the Site (whether or not unilateral in nature or also affecting other property) made pursuant to section 106 of the Act and/or section 111 Local Government Act 1972 and/or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or section 38 and/or section 278 of the Highways Act 1980 and/or section 104 of the Water Industries Act 1991 or an agreement with any competent authority or body relating to other services and required to secure the Planning Permission or otherwise required to enable carrying out of the Development;

Planning Application means an application for planning consent for the Project in a form to be decided at the discretion of RHP and/or the Development Partner but consistent with Schedule 1 of this Agreement;

Planning Longstop Date means the date falling 5 years after the date of this Agreement;

Planning Permission means the grant of a planning permission (pursuant to a Planning Application) for the Project by the LPA or the Mayor of London or the Secretary of State;

Practical Completion means completion of any part (or parts) of the works comprising the Project or part thereof pursuant to the Building Contract(s) relating to the same (being practical completion or project completion defined in such building contract, as applicable) has taken place as confirmed in writing by the Certifier, and subject only to the existence of minor defects and/or omissions at the time of inspection which are capable of being made good without materially interfering with the beneficial use and enjoyment and which it would be reasonable to include in a schedule of snagging items; and **Practically Complete** and **Practically Completed** shall be construed accordingly;

Proceedings mean either of the following:

- (a) an application for judicial review under Part 54 of the Civil Procedure Rules 1998; or
- (b) an application pursuant to Section 288 of the Act;

including in each case any appeals to a higher court following a judgement of a lower court.

Procurement Regulations means the Public Contracts Regulations 2015;

Programme means the draft timetable for the Project and which shall be updated from time to time and a copy of the current draft of which is at Appendix 3;

Project means the comprehensive regeneration and redevelopment of the Site in accordance with Satisfactory Planning Permission and the collaboration of the Council and RHP as set out in this Agreement;

Project Board means a project board with representatives from each of the Council, RHP and the Development Partner set up to monitor and discuss the progression of the Project and the Parties' consideration pursuant to this Agreement;

Project Update Reports means a bi-monthly report to include (but not limited to) progress against the Development Principles, update against the Programme and vacant possession timetable;

Property shall have the meaning given in the Agreement for Sale;

RHP Land means such parts of the Site as are from time to time owned by RHP;

Reduced Land Payment means a sum equal to the Land Payment less the Land Price Parcel attributable to Land Parcel 3, exclusive of VAT (if applicable);

Satisfactory Planning Permission has the meaning in Schedule 1;

Secretary of State means the Secretary of State or other minister, person or body for the time being having or entitled to exercise the powers now conferred on the Secretary of State by sections 77, 78, 79 of the Act or any person appointed by him and/or having authority to act on his behalf;

Site means Ham Close Estate, TW10 as shown edged red on Plan 1;

Start on Site means:

- (a) excavation for strip or trench foundations or for pad footings;
- (b) digging out and preparation of ground for raft foundations;
- (c) vibroflotation, piling, boring for piles or pile driving; or
- (d) drainage work specific to the buildings forming part of the Development;

Step in Notice means a notice given by the Development Partner to the Council pursuant to clause 10.4 of this Agreement stating that the Development Partner is exercising the step-in rights under this Agreement;

Step in Period means the period of 80 Working Days commencing on the date the Council serves notice of their intention to determine this Agreement (or part of it) in accordance with clause 10;

Third Party Interests means ownership of land or rights within the Site boundaries by a third party other than the Council or RHP;

Transfer Agreement means the agreement entered into on 17 July 2000 and made between (1) the Council and (2) RHP;

Trust Account means the account into which disposal proceeds are paid in accordance with the provisions set out in the Trust Account Deed;

Trust Account Deed means the deed dated 18 October 2011 and made between (1) the Council and (2) RHP as amended by a Deed of Variation dated 2 September 2021 and made between the same parties;

VAT means Value Added Tax or any tax of a similar nature which may be substituted for or levied in addition to it;

Viability Condition shall have the meaning given in the Development Agreement;

Working Days means any day (other than Saturday or Sunday) upon which clearing banks in the City of London are open to the public for the transaction of business.

- 1.2 Words denoting one gender shall include the other, words denoting the singular shall include the plural and vice versa, words denoting persons shall include corporations.
- 1.3 References to any statutory provision include references to any statutory amendment, modification or re-enactment thereof for the time being in force and any other instrument, regulation or bye-law made or issued thereunder.
- 1.4 Clause headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.5 Reference to any clauses or schedules (save where the context otherwise admits) are reference to the clauses and schedules to this Agreement.

2 **Development Principles**

2.1 The Council and RHP have agreed that in carrying out their obligations as set out in this Agreement and in respect of the Project that they will adhere to the following principles:

- 2.1.1 that the Project is Financially Viable;
- 2.1.2 that the Project deliverables are consistent with the published Customer Offers;
- 2.1.3 the Project will deliver the Affordable Housing Commitment;
- 2.1.4 the existing RHP general needs tenancy residents, and leasehold owners of the Estate will have the opportunity to return to a new Dwelling at the Site;
- 2.1.5 that RHP and/or the Development Partner will develop a detailed design generally based on the Conceptual Masterplan;
- 2.1.6 the Project will provide for the delivery of the Community Facilities to a specification to be agreed between the Council and RHP (each acting reasonably);
- 2.1.7 that the Project should maximise the opportunities to engage with existing residents;
- 2.1.8 that the Project should maximise the positive impact on the neighbourhood through local resident consultation and stakeholder engagement;
- 2.1.9 that the Parties shall use reasonable endeavours to achieve a Start on Site in accordance with the Programme;
- 2.1.10 that the Development Partner shall enter into a Deed of Adherence as a requirement of the procurement process and a condition precedent to commencement of any activity by the Development Partner to deliver the Project;

together the "**Development Principles**".

2.2 Any material changes, substantive alterations to or variation from the Development Principles shall only be effective and permitted if it is agreed in writing between the Parties with specific reference to this clause.

2.3 If RHP reasonably considers that the Project is not Financially Viable it shall promptly notify the Council in writing including setting out the reasoning and supporting information for such a conclusion and the Parties shall meet to discuss in good faith the availability and suitability of the following options (without limitation) as means by which the Project can be made Financially Viable:

- 2.3.1 changing the tenure mix, including increasing or decreasing the Affordable Housing;
- 2.3.2 increasing the number of Market Units;
- 2.3.3 changing any of the Development Principles;

- 2.3.4 reducing development costs of the Project (including negotiating the reduction of any supply chain overhead and profit margin and seeking to renegotiate the level of any costs payable to the LPA);
 - 2.3.5 changing the Programme including accelerating or deferring the commencement of works for the Project;
 - 2.3.6 changing the possession strategy including the availability of offsite decant units being made available by the Council and/or RHP or accelerating or deferring the buyback of leasehold units;
 - 2.3.7 changing the contribution levels required by the Planning Agreement;
 - 2.3.8 reducing the costs of finance for the Project.
- 2.4 RHP shall be permitted to invite the Development Partner to attend any meeting convened pursuant to clause 2.3.

3 **Joint Obligations**

- 3.1 In order to secure the delivery of the Project, the Council and RHP have agreed to each use reasonable endeavours to:
- 3.1.1 without prejudice to clauses 4 and 5 to act in a manner to Maximise Value in accordance with and so far as is consistent with the Development Principles;
 - 3.1.2 work collaboratively with a view to RHP selecting and entering into contracts with the Development Partner;
 - 3.1.3 at all times make full disclosure to the others of material information, reports and opinions relating to the Project, for the avoidance of doubt this will include open-book sharing of financial information;
 - 3.1.4 inform each other, within 20 Working Days of relevant material communications they receive from third parties in relation to the Project;
 - 3.1.5 allow representatives from each of the Council and RHP to attend and participate in meetings in and produce to the other Party such information, reports and opinions in writing in relation to the Project (excluding any meeting of the Development Partnership Board) as shall form the subject matter of the meeting in sufficient time to enable them to consider them beforehand provided that the Council shall not, for the avoidance of doubt, be entitled to attend or vote at the Development Partnership Board;
 - 3.1.6 not knowingly do anything that is inconsistent with the attainment of the Development Principles provided that nothing shall affect or limit the ability of the Council, RHP or the Development Partner to exercise its discretion when making decisions;
 - 3.1.7 support the Project with key stakeholders where necessary and appropriate without compromising any conflicts of interest or fiduciary duties. The Parties will co-operate with each other and act in fairness and in good faith to enable the other Party to fulfil their respective duties;

- 3.1.8 without prejudice to Schedule 1, neither the Council nor RHP shall unilaterally seek to secure planning permission for, or seek to develop their respective land interests at the Site, or otherwise pursue plans that are inconsistent with the Development Principles;
- 3.1.9 comply with clause 8 of this Agreement in relation to the selection of the Development Partner;
- 3.1.10 work together to agree upon the strategic branding for the Project but for the avoidance of doubt this shall not:
 - (a) include details of any sales literature;
 - (b) prejudice ability of the Development Partner to brand and sell the Market Units;
- 3.1.11 agree on the communications and engagement strategy for the Project and which shall be reviewed and where necessary updated every six months throughout the life of the Project provided that any such strategy shall not prejudice the ability of the Development Partner to brand and sell the Market Units;
- 3.1.12 use reasonable endeavours to agree the form of the CF Disposition Deed(s), the same to reflect the CF Disposition Deed Heads of Terms, it being agreed that payments under clauses 4.1.7 and 4.1.9 shall not be made until the CF Disposition Deed Heads of Terms are agreed.

4 The Council's Duties

- 4.1 In order to secure the delivery of the Project, the Council shall:
 - 4.1.1 enter into the Agreement for Sale on the date of this Agreement;
 - 4.1.2 enter into all such reasonable documents required to:
 - (a) remove the restriction on title on the RHP Land in respect of the Disposals Clawback Agreement; and
 - (b) waive the rights of the Council pursuant to the Disposals Clawback Agreement and in respect of the RHP Land,

for the Development Period and such that, for the avoidance of doubt, RHP is not under any obligation to pay receipts into the Trust Deed Account.
 - 4.1.3 enter into all such reasonable documents required to ensure that following Practical Completion the Affordable Housing at the Property developed by or on behalf of RHP becomes subject to the Disposals Clawback Agreement.
 - 4.1.4 commit to the timely initiation of the process for the Council to seek approval to the exercise of the Council's CPO Powers to support the Project as soon as practicable following a written request from RHP provided that:

(a) the Council's obligation shall be subject to RHP and/or the Development Partner providing a costs and compensation indemnity (in a form that the Council reasonably requires) to the Council in relation to the use by the Council of its CPO Powers; and

(b) nothing in this Agreement shall fetter the Council's statutory discretion as an authority with CPO Powers;

and with the intention that vacant possession of the Site can be achieved in accordance with the Programme;

4.1.5 if not already so provided, to provide a detailed brief for the Community Facilities within 30 Working Days from the appointment of the Architect;

4.1.6 support the implementation of the communications and engagement strategy agreed between the Council and RHP in accordance with clause 3.1.11;

4.1.7 comply with the Grant Funding obligations;

4.1.8 consider in a timely manner any application for grant funding for the Development in addition to the Grant Funding;

4.1.9 subject to clause 3.1.12, provide as consideration for RHP entering into the CF Disposition Deeds an amount equivalent to the Reduced Land Payment which Reduced Land Payment shall be paid in accordance with, and subject to the provisions of, clause 30 of the Agreement for Sale;

4.1.10 to acquire the completed Community Facilities in accordance with the provisions of the Agreement for Sale;

4.1.11 commit to the timely initiation of the process for the Council to stop up any adopted roads and footpaths within the Site as soon as practicable following a written request from RHP, provided that the Council's obligation shall be subject to RHP and/or the Development Partner providing a costs indemnity (in a form that the Council reasonably requires) to the Council in relation to the costs and expenses of the stopping-up process.

5 RHP Duties

5.1 In order to secure the delivery of the Project, RHP shall,:

5.1.1 enter into all such reasonable documents required to

(a) remove the restriction on title on the RHP Land in respect of the Disposals Clawback Agreement; and

(b) waive the rights of the Council pursuant to the Disposals Clawback Agreement and in respect of the RHP Land,

for the Development Period and such that, for the avoidance of doubt, RHP is not under any obligation to pay receipts into the Trust Account;

- 5.1.2 enter into all such reasonable documents required to ensure that following Practical Completion the Affordable Housing at the Property developed by or on behalf of RHP becomes subject to the Disposals Clawback Agreement.
- 5.1.3 carry out the Operational Matters in accordance with the Development Agreement;
- 5.1.4 ensure the Affordable Housing Commitment is met;
- 5.1.5 use reasonable endeavours to procure a Development Partner to deliver the Project;
- 5.1.6 fund the Project to the point of procurement of the Development Partner, and then provide funding to the Project by acquiring the Affordable Housing from the Development Partner in accordance with the Development Agreement;
- 5.1.7 grant Nomination Rights to the Council in respect of the Affordable Housing constructed as part of the Project but noting that such rights will not arise in respect of any Dwellings let or sold to existing tenants returning to the Estate;
- 5.1.8 ensure tenancies and rental levels for the Affordable Housing constructed on the Site are:
 - (a) in line with the GLA's rent levels for funding purposes; and
 - (b) in compliance with the Council's Tenancy Strategy;
- 5.1.9 ensure that intermediate housing products (both for sale and rent) are affordable in line with the Council's Intermediate Housing Policy Statement;
- 5.1.10 engage with the Council on the design of and the specification for the Community Facilities provided the design and specification shall be based on the specification at Appendix 5 and the design and specification shall be such that it can be delivered (on a reasonable and proper cost basis) for the Maximum Price;
- 5.1.11 deliver to the Council a final design and delivery plan for the Community Facilities at least 30 Working Days prior to the submission of the Planning Application;
- 5.1.12 obtain the agreement of the Council (not to be unreasonably withheld or delayed) to the final design and specification for the Community Facilities which consent shall be deemed to be given if the Council does not respond within 15 Working Days of RHP delivering to the Council the final design and specification details;
- 5.1.13 ensure that the Council are named in any procurement advertisement for the Development Partner, to ensure due compliance with the Procurement Regulations in relation to the re-provision of the Community Facilities and/or any infrastructure Provided That the Council acknowledges that, subject to the provisions of clause 8 the selection of the Development Partner will be at the sole discretion of RHP;

- 5.1.14 produce and deliver to the Council the Project Update Reports;
- 5.1.15 take such reasonable action as RHP considers necessary to ensure that the Development Partner complies with its obligations under the Development Agreement and Deed of Adherence;
- 5.1.16 appoint the Certifier in accordance with a form of appointment approved by the Council (acting reasonably), and procure that the Certifier issues a duty of care deed to the Council and to RHP in such form as those parties approve (acting reasonably), and in particular (without limitation) which will provide that the Certifier will maintain professional indemnity insurance for a sum insured of not less than £5m; and
- 5.1.17 to use all reasonable endeavours to procure that the Certifier complies with the terms of his/her appointment.

6 Communication and Project Board

- 6.1 RHP and the Council agree to form the Project Board for the purposes of sharing information and working collaboratively on the Project.
- 6.2 RHP and the Council agree that:
 - 6.2.1 they shall each identify up to three (3) officers who shall sit on the Project Board;
 - 6.2.2 a representative from the Development Partner shall also be invited to join the Project Board
 - 6.2.3 the Project Board shall meet at least quarterly;
 - 6.2.4 the Project Board shall meet on at least 10 Working Days' notice (or such shorter period as the Parties may agree).
 - 6.2.5 the Project Board will discuss the Project including, but not limited to the Matters of Principle and, the items on which RHP has a duty to consult the Council.
 - 6.2.6 they will give due consideration to the comments made by the other at meetings of the Project Board.

7 Grant Funding

- 7.1 The Council will consider an application(s) by RHP for capital grant funding up to £5 million (five million pounds) for the purposes of the Project as part of, and subject to the normal terms and criteria of, the Council's Housing Capital Grant Programme. Any such application shall be made with supporting information on open-book basis and where the scheme is or will be in deficit without such grant, provided that any such funding shall be provided in two tranches as follows:
 - 7.1.1 50% at Start on Site of the Affordable Housing comprised in the Development; and

7.1.2 50% at Practical Completion of the Affordable Housing comprised in the Development;

unless agreed otherwise by the Council and RHP and subject always to the terms of the Grant Funding Terms.

7.2 Without prejudice to clause 7.1, in the event that the costs to deliver the Community Facilities (**the CF Costs**) are, when calculated on an open book basis, less than the Reduced Land Payment then the Council and RHP agree that the difference between the CF Costs and the Reduced Land Payment shall be retained by RHP and shall be deemed as grant for the purposes of this Agreement and calculating the Council's Tangible Investment.

8 **Selection of the Development Partner**

8.1 The Council acknowledges and agrees that:

8.1.1 RHP intends to select a Development Partner to help RHP deliver the Project;

8.1.2 the Council shall be named in any procurement advertisement for the Development Partner to ensure due compliance with the Procurement Regulations in relation to the Community Facilities and/or infrastructure;

8.1.3 whilst the Council will be named in the procurement advertisement, subject to clause 8.2, the selection of the Development Partner will be at the sole discretion of RHP.

8.2 The Council shall have the right to nominate an individual person to participate in the evaluation of any bids received by RHP as part of the procurement process to select and appoint the Development Partner including the right to score the bids at Invitation to Tender stage and have such scoring taken into account by RHP (although not binding on RHP) as part of its consideration as to the selection of the Development Partner.

8.3 RHP shall ensure that the Development Partner is required to let, and lets, the building contract and/or professional appointments and sub-contracts (being sub-contracts with a material design responsibility) that relate to the Project, on terms which include the Minimum Contract Requirements, in so far as such contracts or appointments or sub-contracts relate to the Community Facilities.

9 **Overage share**

RHP shall share with the Council the Overage Share derived from the Project in accordance with Schedule 2 to this Agreement.

10 **Termination**

10.1 This Agreement may be terminated by mutual agreement of the Parties recorded in writing.

10.2 This Agreement may be terminated by service of a notice by one Party on the other in the following circumstances:

- 10.2.1 in the event RHP and its Development Partner have not secured Satisfactory Planning Permission in accordance with the Development Principles by the Planning Longstop Date;
 - 10.2.2 if any Party commits a material breach of any obligation on its part of this Agreement which is not capable of remedy;
 - 10.2.3 if any Party fails to remedy any material breach which is capable of being remedied within 25 Working Days (or such other period as is reasonable in the circumstances) from the service of a written notice by the Party not in default complaining of such breach;
 - 10.2.4 if any Party becomes Insolvent;
 - 10.2.5 if the Agreement for Sale is terminated;
- and in such event this Agreement shall determine on receipt of a written notice from one Party to the other serves in accordance with this Agreement.
- 10.3 Without prejudice to clause 10.2, this Agreement may be terminated by RHP at any time prior to the Start on Site Date (as defined in the Land Sale Agreement) for Phase 1 by service of a notice on the Council in circumstances where:
- 10.3.1 the scheme is not Financially Viable to Development Partner or RHP is unable to secure a Development Partner or funding enabling Financially Viable development of the Project;
 - 10.3.2 the proposals received from the proposed Development Partner are not acceptable to RHP in financial terms (such decision to be in RHP's sole discretion but shall include but not be limited to the key financial metrics scored as part of the second stage procurement, any proposed land value/receipt from Development Partner, the cost to RHP of the Affordable Housing, proposed overage and/or the forecast net cash position of Project not being acceptable);
 - 10.3.3 in circumstances where RHP are required to hold a resident ballot and the said resident ballot votes against the regeneration proceeding;
 - 10.3.4 Grant Funding for the Project ceases to be available on Grant Funding Terms;
 - 10.3.5 GLA grant funding for the Project ceases to be available;
 - 10.3.6 there has been a material reduction in the value of residential property and/or a material increase in construction costs in the United Kingdom since the Collaboration Agreement and Agreement for Sale were entered into, such that RHP and the Development Partner are significantly less confident that the Project will be capable of being carried out so as to be Financially Viable.
- 10.4 **Development Partner Step In**
- 10.4.1 In the event that the Council has grounds to terminate this Agreement in accordance with clause 10 it must first serve notice of such intention on the Development Partner specifying the breach and (if capable of remedy) the

Council's assessment of the remedy required (**the Notice**) and clause 10.4.2 shall apply.

10.4.2 If during the Step in Period:

- (a) the Development Partner or RHP procures the remedy of the breach alleged in the Notice to the reasonable satisfaction of the Council; or
- (b) the Development Partner serves on the Council a Step In Notice and enters into a deed of covenant as set out in clause 10.4.3; or
- (c) it is subsequently agreed during the Step in Period between the Council and the Development Partner (or determined pursuant to clause 12) that there are no circumstances entitling the Council to terminate this Agreement;

then the Council shall cease to have the right to determine this Agreement for the breach alleged in the Notice, without prejudice to the Council's rights to terminate this Agreement for any future breach of the same.

10.4.3 A Step in Notice shall be accompanied by a Deed of Adherence from the Development Partner in favour of the Council, in such form as the Council reasonably approves, to observe and perform the relevant obligations of RHP pursuant to this Agreement (being any such obligations not already discharged) from the date of the Step In Notice, including without limitation making good any outstanding breaches of such obligations, and completing the Development within such period as the parties (before such deed of covenant is entered into) reasonably agree.

10.4.4 If at the expiration of the Step in Period (time being of the essence) the Council's right to determine this Agreement in respect of the matters referred to in the Notice subsists, the Council shall then be at liberty to terminate this Agreement.

11 **Rights of light waiver**

The Council hereby waives any rights of light over the Estate and benefitting any Council Adjoining Land (so far as the Council has the benefit of any such rights) and will include written confirmation of such waiver in the transfer deeds relating to the LBRuT Land Interests.

12 **Dispute Resolution**

12.1 Subject to clause 12.5, if a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (**Dispute**), then the Parties shall follow the procedure set out in this clause:

12.1.1 either Party shall give to the other 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 Director of Environment of the Council and Executive Director of Development of RHP shall attempt in good faith to resolve the Dispute;

- 12.1.2 if the Director of Environment of the Council and Executive Director of Development of RHP are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive of the Council and the Chief Executive of RHP who shall attempt in good faith to resolve it; and
- 12.1.3 if the Chief Executive of the Council and Chief Executive of RHP are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the Parties may upon agreeing in writing for the Dispute be referred to and determined by an independent person (the **Independent Person**) so refer the same. The Independent Person shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter.
- 12.2 The Independent Person shall be appointed by agreement between the Parties or (if within ten (10) Working Days after service of the Determination Notice the Parties have been unable to agree) on the application of any of the Parties by such one of the following persons as the Parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:
- 12.2.1 the Chairman for the time being of the Bar Council,
- 12.2.2 the President for the time being of the Royal Institute of British Architects,
- 12.2.3 the President for the time being of the Royal Institution of Chartered Surveyors,
- 12.2.4 the President for the time being of the Institute of Chartered Arbitrators,
- 12.2.5 the President for the time being of the Institute of Chartered Accountants in England and Wales,
- 12.2.6 the President for the time being of the Law Society,
- or (in each such case) the duly appointed deputy of such President or any other person authorised by him or her to make appointments on his or her behalf.
- 12.3 If within fifteen (15) Working Days after service of the Determination Notice the Parties have been unable to agree which of the persons referred to in clause 12.2 is appropriate to appoint the Independent Person, then the Independent Person shall be appointed, on the application of any of the Parties by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf.
- 12.4 Any person appointed under this clause shall act as an expert and the following provisions shall have effect:
- 12.4.1 the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the Parties (save in respect of disputes as to matters of law which either Party may, following the decision of the Independent Person still refer to the jurisdiction of the courts);

- 12.4.2 the Independent Person shall consider (inter alia) any written representations made on behalf of any Party (if made reasonably promptly) but shall not be bound by them;
- 12.4.3 the Parties shall use all reasonable endeavours to procure that the Independent Person shall give his or her decision as speedily as possible;
- 12.4.4 the costs of appointing the Independent Person and his or her costs and disbursements in connection with his or her duties under this Agreement shall be shared between the Parties to the dispute in such proportions as the Independent Person shall determine or, in the absence of such determination, equally between the Parties; and
- 12.4.5 if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained.
- 12.5 In the event of a Dispute which has the same substance as a dispute arising under the Development Agreement, the Council and RHP shall use all reasonable endeavours to adopt the dispute resolution procedure in the Development Agreement with the intention that both the Dispute and the corresponding dispute under the Development Agreement shall be concluded together.

13 **Law and Jurisdiction**

This Agreement is governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

14 **Contracts (Rights of Third Parties) Act**

Subject to clause 10.4 (Developer Partner Step-In) in favour of the Development Partner, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

15 **Confidentiality**

15.1 Subject to clause 15.2 no Party shall without the prior written consent of the other disclose or publish or cause disclosure or publication of the existence and/or financial terms of this Agreement and each Party shall keep all such information confidential.

15.2 The Parties shall not be prevented from disclosing the existence or financial terms of this Agreement:

15.2.1 where disclosure is required in order to comply with a statutory requirement or the requirements of any lawful authority or the rules of the London Stock Exchange or an order of the English court or the rules or guidance of The Regulator of Social Housing or Homes England (or statutory successor);

15.2.2 to any professional adviser who shall agree to keep such information confidential;

15.2.3 to the proposed Development Partner (or their funder) who shall agree to keep such information confidential save as provided for in clause 15.2.1 and 15.2.2.

16 **Charity clause**

RHP is an exempt charity and holds the beneficial interest in this Agreement in trust for that charity.

17 **Notices**

17.1 Any notice or other communication to be given under or in connection with the matters contemplated by this Agreement shall be in writing and sent to the party at the address set out at clause 17.2 and also to the e-mail address for such party set out at clause 17.3 or as otherwise notified in writing to the other party.

17.2 The addresses for notices are:

Notices to RHP

Address: 8 Waldegrave Road, Teddington TW11 8GT

Attn: Company Secretary

Notices to the Council

Address: Second floor, Civic Centre, 44 York Street Twickenham, TW1 3BZ

Attn: Director of Environment and Community Services

17.3 The e-mail addresses for notices are:

E-mail address for Notices to RHP:

development.mailbox@rhp.org.uk

E-mail address for Notices to the Council:

Paul.Chadwick@richmondandwandsworth.gov.uk;

17.4 This clause sets out the delivery methods for sending a notice to a party under this agreement and, for each delivery method, the date and time when the notice is deemed to have been received or given (provided that all other requirements of this clause have been satisfied and subject to clause 17.6):

17.4.1 if delivered personally, at the time of delivery;

17.4.2 in the case of pre-paid recorded delivery or registered post, forty eight (48) hours from the date of posting;

17.4.3 if sent by e-mail, at the time of transmission.

17.5 If deemed receipt under Clause 17.4 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this Clause 17.5, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.6 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.

18 **No Fetter**

Nothing in this Agreement will operate as an obligation upon or in any way fetter or constrain the Council in any capacity other than as a contracting party, and the exercise by the Council of any of its statutory discretions, duties, powers and functions in any other capacity (for example as LPA, or housing authority, or highway authority, or otherwise) will not lead to any liability under this Agreement.

19 **VAT**

19.1 Any consideration (whether monetary consideration or non-monetary consideration) paid or provided under or in connection with this Agreement is to be treated as exclusive of any VAT where properly chargeable. If the person making the supply (or the representative member of the VAT group of which it is a member) is required to account for VAT on any supply, the recipient of the supply shall pay (in addition to paying or providing any other consideration) an amount equal to the amount of that VAT upon the later of:

19.1.1 the time for payment or provision of the consideration; and

19.1.2 the receipt by the recipient of the supply of a valid VAT invoice issued by the supplier, addressed to the recipient, in respect of that VAT.

19.2 The Parties acknowledge and agree that RHP (or any relevant associate, such term to be construed in accordance with paragraph 3 of schedule 10 to the Value Added Tax Act 1994) may exercise the option to tax in relation to the Property (or any part thereof) or make a real estate election for the purposes of Schedule 10 of the Value Added Tax Act 1994 at any time, and as at the date hereof, RHP confirms that it intends to exercise such option to tax or make such real estate election in respect of the Property, and confirms that upon exercising such option to tax RHP will forthwith provide a copy of the same to the Council.

20 **Development Agreement**

20.1 Where references are made in this Agreement to the Development Agreement:

20.1.1 insofar as Hill Residential Limited (company number 04251718) remain the preferred or appointed development partner selected by RHP at its sole discretion as a result of the procurement process referred to at clause 8, the same shall be taken to be the Development Agreement referred to in the definition thereof; and

20.1.2 if Hill Residential Limited (company number 04251718) cease to be the preferred or appointed development partner selected by RHP at its sole discretion as a result of the procurement process referred to at clause 8, references herein to the Development Agreement shall be taken to be such other development or other agreement as RHP shall from time to time enter into with RHP's new preferred or appointed development partner so selected by RHP, in which event RHP shall procure that the relevant provisions of the Development Agreement cross-referred to herein are equivalent to the corresponding provisions of the form of the said Development Agreement with the said Hill Residential Limited (*mutatis mutandis*).

Schedule 1

Planning

1 Definitions

1.1 In this Schedule the following definitions shall apply:

Applicant means RHP and/or the Development Partner;

Council Onerous Condition means a condition limiting the number of Affordable Housing units to less than 192;

Development Partner has the same meaning as in clause 1.1 of this Agreement;

Onerous Condition means either a Council Onerous Condition or an RHP Onerous Condition;

RHP Onerous Condition means a condition which, in the reasonable opinion of RHP or the Development Partner or the Development Partnership Board:

- (a) makes the Planning Permission personal to RHP and/or the Development Partner and/or the Council or to any specific person or class of persons;
- (b) grants a temporary Planning Permission;
- (c) imposes time limits of less than five years within which the Development must be commenced or applications for approval of reserved matters must be made which are more restrictive than those set out in sections 91 and 92 of the Act;
- (d) prevents the occupation and use of the Development before a specified date or event with the exception of any proper and reasonable condition which is limited to requiring only:
 - i approval of any reserved matter;
 - ii completion of car parking facilities;
 - iii a restriction on the sale or occupation of Market Units linked to the delivery of Affordable Housing;
 - iv completion of vehicular and pedestrian access to and within the Site, including any off-site highways works;
- (e) restricts the use of the Development in respect of the number and type of or occupational areas allowed for:
 - i occupiers; or
 - ii goods or services to be sold or supplied;

- (f) as to any car park on the Site:
 - i imposes any charges; or
 - ii restricts in any other way its use or operation;
- (g) imposes limits on the generation of noise from the Development which will:
 - i adversely restrict the occupation or operation of the Development;
 - ii unreasonably add to the costs of construction or maintenance of the Development; or
 - iii otherwise impose an unreasonable burden on the ownership, use or occupation of the Development;
- (h) requires the carrying out of or the payment of works outside the Site or the payment of any sum of money for community or other benefits except for those, if any, which RHP has agreed to in the terms of the Planning Application or in any Planning Agreement, or which are otherwise consistent with relevant planning policies for the area.

Satisfactory Planning Permission means a detailed Planning Permission for Phase 1 and an outline or detailed Planning Permission for Phase 2 and Phase 3 and any other parts of the Development (that is to say a "hybrid" Planning Permission) which is free from any Onerous Conditions.

2 **Planning Application**

- 2.1 The Applicant shall at his own expense as soon as reasonably practicable submit or procure the submission of the Planning Application to the LPA and shall use its reasonable endeavours to obtain Satisfactory Planning Permission.
- 2.2 The Applicant may in consequence of discussion or negotiation with the LPA if requisite or desirable in order to obtain Planning Permission amend or withdraw and immediately submit a fresh application for Planning Permission.
- 2.3 The Applicant will engage with the LPA in respect of the Planning Application and will provide to the Council a copy of the proposed Planning Application at least 15 Working Days prior to submission and the Council shall provide the Applicant with any comments on the Planning Application within 10 Working Days of receipt. The Applicant shall give due consideration to any comments received from the Council.
- 2.4 RHP is to enter into any Planning Agreement required by the LPA as a condition of the grant of Planning Permission subject to the following conditions being satisfied:
- 2.4.1 the Planning Agreement does not contain terms which:
- (a) take effect before the date of the Planning Permission; or
 - (b) are Onerous Conditions;

- 2.4.2 the material provisions of the Planning Agreement are to be conditional on the Development being implemented;
- 2.5 For the avoidance of doubt, as neither the Applicant nor RHP will have an interest in the whole of the Site at the date of grant of the Planning Permission it is acknowledged that, if required to do so by the LPA, the Applicant will enter into an agreement under section 111 Local Government Act 1972 whereby it is required to enter into an agreement under section 106 of the Act when it has acquired such an interest.
- 3 RHP keep the Council informed**
- 3.1 In conducting discussion or negotiation with the LPA the Applicant shall:
- 3.1.1 keep the Council informed of the progress of the Planning Application and any Proceedings; and
- 3.1.2 allow the Council to attend such meetings and participate at them.
- 4 Co-operation of the Council**
- 4.1 The Council will, if it is necessary to do so to procure the grant of the Planning Permission, at the request and cost of the Applicant enter into any Planning Agreement in such form as may be reasonable in the circumstances (save that it is acknowledged that the Council is not able to enter into any Planning Agreement with itself as LPA) but if so then:
- 4.1.1 it must be stipulated in the planning obligations that they are to become operative only if the development to which they relate is begun, and that the Council is in any event to be relieved from all liability for them after it has parted with all interest in the Property or the relevant part or parts of the same; and
- 4.1.2 RHP or the Development Partner will indemnify the Council against such liability as may arise under or in respect of the provisions of the Planning Agreement.
- 4.2 The Council shall not during the subsistence of this Agreement make any applications to the LPA:
- 4.2.1 to submit any planning applications in respect of the Site;
- 4.2.2 to vary or otherwise amend any existing planning permissions, planning applications or planning agreements in respect of the Site;
- 4.2.3 to vary or otherwise amend the Planning Application
- 4.3 The Council shall not make any objections to the Planning Application.
- 5 CIL**
- 5.1 The Council and the Applicant shall each take such action as is necessary to enable the Applicant to comply with its obligations under the CIL Regulations and for the avoidance of doubt liability for CIL shall be the responsibility of RHP and the Development Partner, who shall indemnify the Council for the same.

5.2 Without prejudice to the generality of the foregoing, the Council shall not assume liability for CIL under Regulation 31 of the CIL Regulations.

5.3 The Council shall not Commence the Development (as defined in the CIL Regulations).

6 **Grant of Planning Permission**

6.1 'Planning Permission' in the context of this Agreement is, subject paragraph 6.2, a planning consent granted by the LPA or by the Mayor of London or by the Secretary of State acting under section 77 ('call in' powers) or 79 (determination of appeals) of the Act or if later the date of completion of a related Planning Agreement.

6.2 Notwithstanding the grant of a planning consent and completion of the Planning Agreement (if appropriate), a Planning Permission is not deemed to exist for the purposes of this Agreement until:

6.2.1 (in the case of a grant by the Secretary of State) the statutory period of six weeks has expired without any Proceedings; or

6.2.2 (in any other case) the period of six weeks and ten days since the grant has expired without any Proceedings; or

6.2.3 all Proceedings have been withdrawn or otherwise concluded;

and in any such case the application has been finally disposed of leaving in place the Planning Permission and Planning Agreement (if appropriate) in a form reasonably satisfactory to RHP and the Development Partner.

7 **Buyer to provide Seller with copy of planning decision**

7.1 RHP will supply to the Council within ten Working Days of receipt of the same by the Applicant a certified copy of the Planning Permission and (as applicable) Planning Agreement.

7.2 If either the Council or RHP (the **Sender**) believes that the Planning Permission is a Satisfactory Planning Permission they shall serve notice on the other (the **Recipient**) to that effect (a **Satisfaction Notice**) and the Sender shall also serve a copy of the Satisfaction Notice on the Recipient's solicitors as named in this Agreement.

7.3 Any Satisfaction Notice shall include the following words:

"This is a Satisfaction Notice as referred to in paragraph 7.2 of Schedule 1 of the Collaboration Agreement dated ~~12~~ *21 October* 2021 and made between the London Borough of Richmond upon Thames (1) and Richmond Housing Partnership Limited (2) (the **Collaboration Agreement**). You should immediately consult your solicitor. Please refer to paragraph 7.4 of Schedule 1 of the Collaboration Agreement which requires you to serve a counter notice within 10 working days if you do not agree with this Satisfaction Notice."

and for the avoidance of doubt no communication without those words is capable of being a Satisfaction Notice (unless otherwise agreed in writing by the Parties).

7.4 If the Recipient does not agree that the Planning Permission is a Satisfactory Planning Permission, it must serve a notice on the Sender to that effect (a **Counter Notice**) within 10 Working Days of receipt of the Satisfaction Notice. If the Recipient does not serve a Counter Notice pursuant to this paragraph 7.4 within 10 Working Days of receipt of a Satisfaction Notice then the Recipient will be deemed to have accepted that the Planning Permission is a Satisfactory Planning Permission.

7.5 Any dispute between the Parties as to whether a Planning Permission is a Satisfactory Planning Permission shall be referred to the Independent Person in accordance with clause 12 and if the Independent Person shall determine that such Planning Permission is a Satisfactory Planning Permission, the Satisfactory Planning Permission shall (subject to paragraph 6.2 above) be deemed to have been granted for the purpose of this Agreement and the Sale and Purchase Agreement.

8 **Mutual co-operation**

Neither RHP, the Development Partner nor the Council shall knowingly do any act or thing in any way prejudice the Planning Application or any appeal.

Schedule 2

Overage Share

1 Definitions and interpretation

1.1 In this Schedule the following terms have the following meanings and the terms defined in clause 1.1 shall also apply:

Associated Person means in relation to any person (the First Person) any person which is a connected person (as defined in Section 1122 of the Corporation Tax Act 2010) of the First Person;

Available Profit Share means the Development Profit Share plus the Land Premium Share provided that the Land Premium Share shall only be added to any Development Profit Share to the extent that were the Land Premium Share to have been returned as profit share or overage to be considered in accordance with any overage terms with the Development Partner it would have come within the definition of Development Profit Share (in each case if any);

Cost Consultant means a properly and suitably qualified expert (or experts) proposed by RHP to the Council for approval (such approval not to be unreasonably withheld or delayed) who has provided to the Council a duty of care in relation to carrying out its function under this Schedule;

Council's Disposals Clawback Agreement Value means the figure attributed to the Council's share of the value of the Property to be leased or transferred to the Development Partner as determined in line with the Disposals Clawback Agreement and Trust Account Deed as the amount that (if realised) the Council would have direct access to from the Trust Account Deed i.e. 50% of the value of the Property less any eligible deductions. Provided that for the avoidance of doubt the parties acknowledge the Disposals Clawback Agreement shall not apply to the disposal of the Property to the Development Partner;

Council's Tangible Investment means:

- (a) any grant paid by the Council into the Project and which originates directly from the Council (and is not, for the avoidance of doubt passed by a third party to the Council for use on the Project);
- (b) any other quantifiable financial contribution made by the Council and agreed in writing between the parties as qualifying as 'Council's Tangible Investment' for the purposes of this Schedule 2;

(c) the Council's Disposals Clawback Agreement Value;

Council Percentage means the percentage calculated using the following formula:

$$A = \frac{(B)}{(C + B)} \times 100$$

Where:

A is the Council Percentage;

B is the Council's Tangible Investment; and

C is RHP Tangible Investment;

Development Profit Share means the amount or value of the profit share or overage received by RHP under any contractual overage terms entered into with the Developer;⁴

EUVSH means existing use social housing value;

Land Premium Share the amount or value of any consideration of money or money's worth given by the Development Partner to RHP for the transfer of properties as part of the Project including without limitation any land premiums or land price, and including any reduction in price paid by RHP for the Affordable Housing;

Open-book Basis means involving the declaration of all price and cost components including (without limitation) profit, overheads, the costs of materials, goods, equipment, work and services, with all and any relevant books of account, correspondence, agreements, orders, invoices, receipts and other relevant documents available for inspection;

Overage Share means the sum calculated using the following equation:

$$A = B \times C$$

where:

"A" is the Overage Share

"B" is the Council Percentage;

"C" is the Available Profit Share;

as illustrated by the worked examples included at Appendix 12^a;

and provided that if "C" is nil then the Overage Share shall be deemed to be nil;

Payment Date means 20 Working Days after the Overage Share is agreed or determined in accordance with this Schedule 2;

RHP Tangible Investment means the total of:

- (a) the net sum of the EUVSH of the existing RHP stock within the Site at the date on which the Development Partner is granted a building Lease for Phase 1 in accordance with the Development Agreement less the Council's Disposals Clawback Agreement Value;
- (b) the final purchase cost of all leaseholders within Site including CPO costs of acquiring these if required;
- (c) RHP's costs and expenditure to date in the course of delivering the Project;
- (d) the net cost of acquiring the Affordable Housing units from the Development Partner;
- (e) the value of any NPV loss of the affordable housing arising from setting affordable housing rents at levels lower than that required to fulfil GLA funding conditions;
- (f) together with any other quantifiable financial contribution made by RHP and agreed in writing between the parties as qualifying as 'RHP Tangible Investment' for the purposes of this Schedule 2.

Trigger Date means the date falling 30 Working Days after the later of (i) expiry of the defects liability period under the building contract let in respect of the Project (ii) rectification (to the reasonable satisfaction of the RHP Representative) of any defects identified during such defects liability period and (iii) the issue of the final audited accounts in respect of the Project.

Trust Account Deed has the meaning in clause 1 of this Agreement;.

2 Overage Share and interest

RHP agrees to pay the Overage Share to the Council, payment to be made in sterling by RHP to the Council on the Payment Date by way of CHAPS transfer of cleared funds.

3 Evidencing RHP Tangible Investment and the Council's Tangible Investment

3.1 RHP shall on the Trigger Date provide to the Council its calculation and supporting evidence of RHP Tangible Investment up until the Trigger Date.

3.2 The Council shall on the Trigger Date provide to RHP its calculation and supporting evidence of the Council's Tangible Investment up until the Trigger Date.

3.3 RHP and the Council shall provide the evidence referred to in paragraphs 3.1 and 3.2 on an Open-book Basis supported by a certificate from the Cost Consultant that:

3.3.1 the Cost Consultant has reviewed the evidence on an Open-book Basis; and

3.3.2 the Cost Consultant is satisfied that such evidence demonstrates that the amounts in question may properly be included within the calculations RHP Tangible Investment and the Council's Tangible Investment (as applicable).

4 Evidence and records

4.1 RHP agrees upon any written request from the Council to supply or make available to the Council such particulars and information as the Council reasonably requires in connection with any of the matters in this Schedule and to allow the Council full rights to inspect any files, records and other information or particulars which relates to any of those or any other figures or calculations that RHP relies upon under this Schedule.

4.2 The Council agrees upon any written request from RHP to supply or make available to RHP such particulars and information as RHP reasonably requires in connection with any of the matters in this Schedule and to allow RHP full rights to inspect any files, records and other information or particulars which relates to any of those or any other figures or calculations that the Council relies upon under this Schedule.

4.3 RHP shall make all of the evidence and records referred to in paragraph 4.1 and 4.2 available on an Open-book Basis.

4.4 RHP shall procure that a detailed financial outcome of the Project is provided in order to evidence the calculation of Overage Share.

4.5 RHP and the Council agree to make available to the Expert all files, records, particulars and information as the Expert requires on an Open-book Basis.

5 Calculation of the Overage Share at the Trigger Date

5.1 Within 30 Working Days of the Trigger Date RHP will submit its calculation of the Overage Share to the Council for agreement plus all supporting evidence required in accordance with this Schedule.

5.2 In the event the Council does not agree with any aspect of RHP's submission under paragraph 5.1 it may within 10 Working Days refer such point to dispute resolution in accordance with clause 12 of this Agreement.

6 Good faith

6.1 Each of the parties undertakes with the other that it will at all times act in an open and transparent manner with the good faith towards the other in relation to the matters covered by this Schedule; and

6.2 RHP will not (and shall procure that the Development Partner shall not) structure the development or disposal of the Property in a way that has a primary objective of the avoiding or reducing of the Overage Share that would otherwise be due to the Council.

Schedule 3

Affordable Housing

1 Definition

Additional New Homes means the number of homes approved under the Satisfactory Planning Permission that is greater than 192 and less than 426.

2 Baseline Affordable Housing Commitment

2.1 For a scheme of 452 homes to deliver a minimum of 221 affordable homes or 551 habitable rooms.

2.2 In the event that the Satisfactory Planning Permission is for fewer than 452 units to deliver:

2.2.1 143 new affordable/social rented homes as a replacement for the existing 143 affordable/social rented homes; and

2.2.2 at least a third of the Additional New Homes as Affordable Housing;

2.2.3 the required number of habitable rooms in the affordable/social rented homes as required under the GLA funding for the scheme.

2.3 To have a maximum number of residential homes of all types of 452.

2.4 To deliver at least 74% of the affordable homes as affordable rented homes by unit and habitable room, the balance being an intermediate product.

2.5 Affordable Housing shall have the meaning given in clause 1 of this Agreement.

3 Additional Affordable Housing Commitment

3.1 Above these baseline requirements RHP and the Development Partner commit to deliver the maximum level additional affordable housing possible, subject to financial viability.

3.2 To deliver at least 70% of the affordable homes as affordable rented homes by unit and habitable room, the balance being an intermediate product.

For information, an indicative mix based on the current RHP sale optimised 452 unit scheme is below:

Indicative tenure mix – RHP 452 Sale Optimised Scheme				
Tenure Type	Total	%	Additional split	Affordable split
Affordable Homes (rented at various rent types)	164	36.3%		74.2%
Short Term Lets – to LBRuT	0	0%		
Key Worker	0	0%		
Shared Ownership	47	10%		21.3%
London Living Rent	10	2%		4.5%
Total affordable homes (rent, SO and LLR)	221	49%	78	221
%	100%		30%	100%
Private Leaseholder	19	4.2%		
Short term lets – RHP to private rents (market rent)	0	0%		
Market Sale	212	47%		
Private (not AH) homes	231	51%	182	
%	100%		70%	
Total homes	452	100%	260	
%	100%		100%	

This Agreement has been executed on the date stated at the beginning of it.

Executed as a deed by the affixation of the)
Common Seal of **London Borough of**)
Richmond upon Thames)
in the presence of:

Authorised signatory 

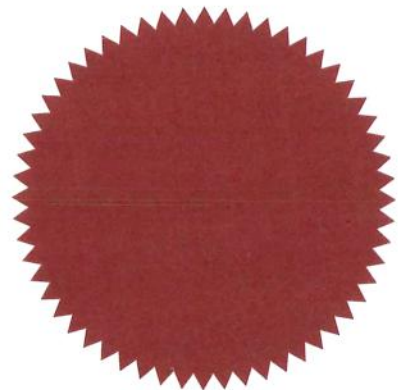


Authorised signatory

Executed as a deed by the affixation of the)
Common Seal of **Richmond Housing**)
Partnership Limited)
in the presence of:

Authorised signatory

Authorised signatory



Appendix 1

Plans

Part A – Site Plan/Plan 1

Part B – LBRuT Land Interests/Plan 2

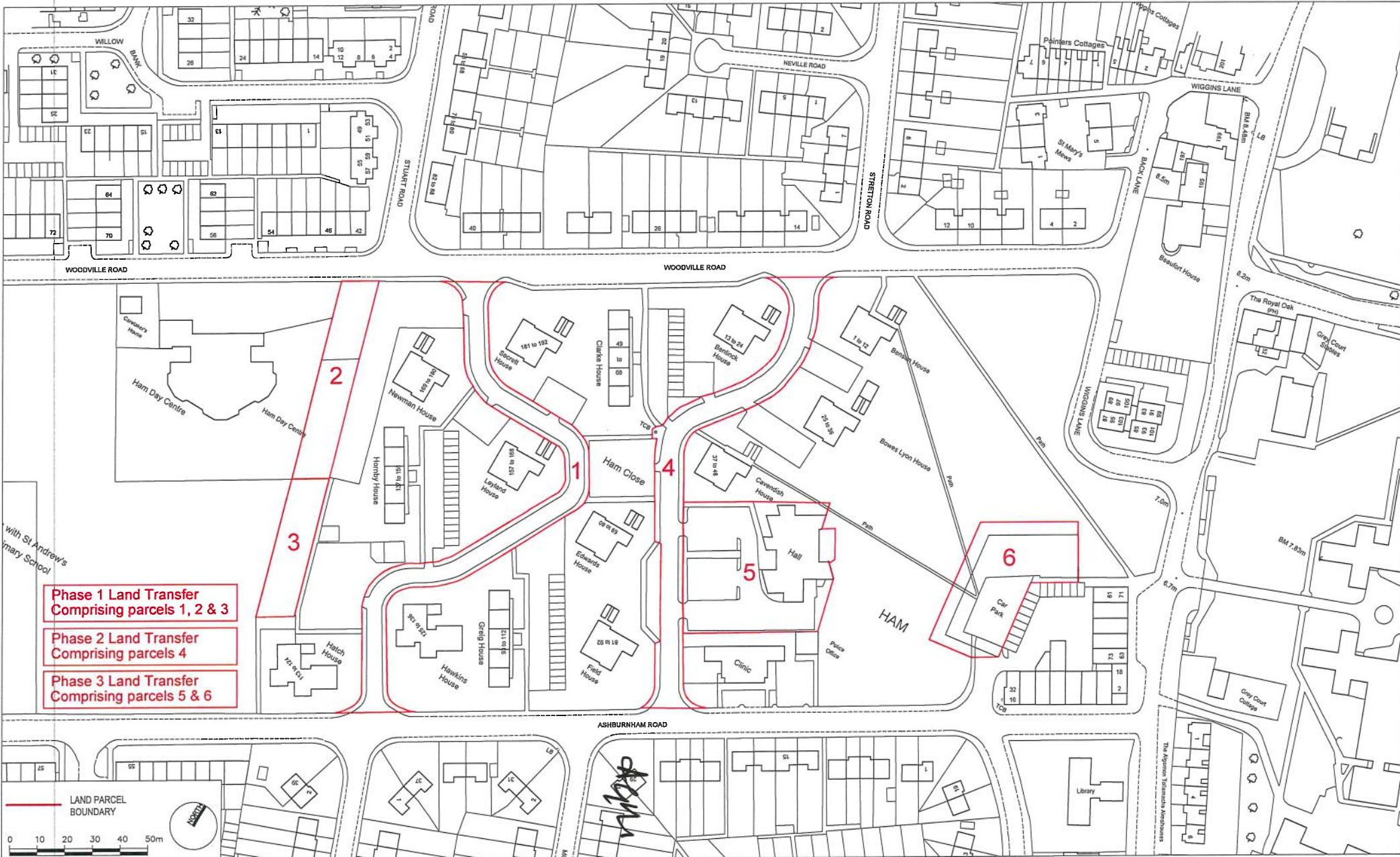


Notes/revisions:

Rev	Description
•	First Issue
A	Boundary changes around edge of Green
B	Parcel 6 boundary amended to suit a sketch community centre building
C	Red line boundary updated

Date	Drwn	Chkd
30/04/18	ALH	
17/05/18	ALH	
05/02/19	FA	CD
07/02/20	JM	CD

Date: APRIL 2018	Client: RHP
Drawn: ALH	Project: Ham - Re-appraisal
Check: CD	Title: Land Registry Drawing
Scale: 1: 1250 @ A3	Dwgno: 17-114 / LR01
Revision: B	



Phase 1 Land Transfer
Comprising parcels 1, 2 & 3

Phase 2 Land Transfer
Comprising parcels 4

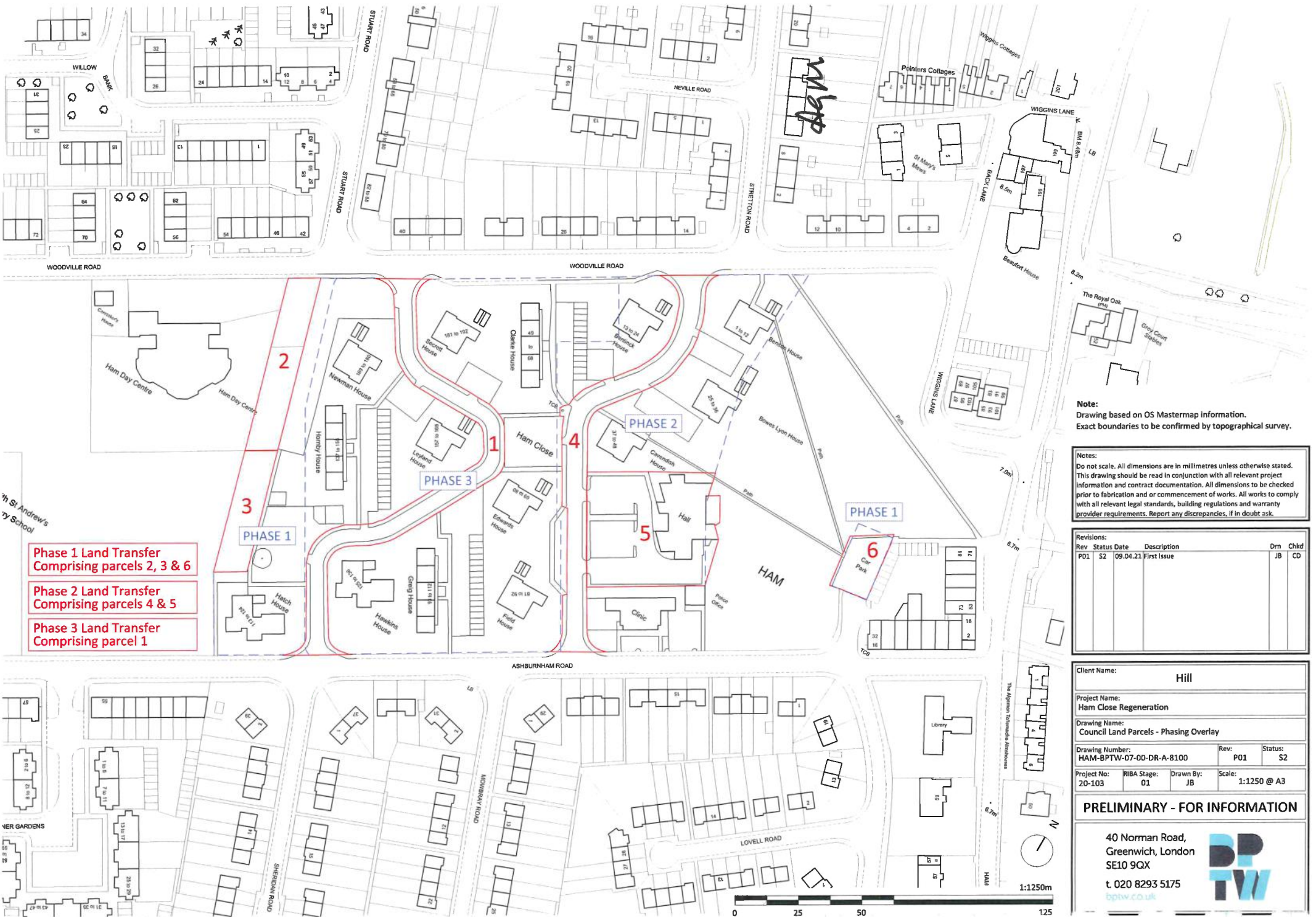
Phase 3 Land Transfer
Comprising parcels 5 & 6

Notes/revisions:

Rev	Date	Drwn	Chkd

Date: APRIL 2018	Client: RHP
Drawn: ALH	Project: Ham - Re-appraisal
Check: CB	Title: Land Registry Drawing
Scale: 1: 1250 @ A3	Dwgno: 17-114 / LR01
Revision:	

Appendix 2
Conceptual Masterplan



Phase 1 Land Transfer
Comprising parcels 2, 3 & 6

Phase 2 Land Transfer
Comprising parcels 4 & 5

Phase 3 Land Transfer
Comprising parcel 1

Note:
Drawing based on OS Mastermap information.
Exact boundaries to be confirmed by topographical survey.

Notes:
Do not scale. All dimensions are in millimetres unless otherwise stated.
This drawing should be read in conjunction with all relevant project information and contract documentation. All dimensions to be checked prior to fabrication and/or commencement of works. All works to comply with all relevant legal standards, building regulations and warranty provider requirements. Report any discrepancies, if in doubt ask.

Rev	Status	Date	Description	Drn	Chkd
P01	S2	09.04.21	First Issue	JB	CD

Client Name:		Hill	
Project Name:		Ham Close Regeneration	
Drawing Name:		Council Land Parcels - Phasing Overlay	
Drawing Number:	Rev:	Status:	
HAM-BPTW-07-00-DR-A-8100	P01	S2	
Project No:	RIBA Stage:	Drawn By:	Scale:
20-103	01	JB	1:1250 @ A3

PRELIMINARY - FOR INFORMATION

40 Norman Road,
Greenwich, London
SE10 9QX
t. 020 8293 5175
bptw.co.uk



1:1250m



INTRODUCTION

RHP and Richmond Council have been working in partnership with local residents and stakeholders to develop a vision for the future of Ham Close.

Ham Close

Ham Close was built by Richmond Council in the early 1960's. Of the properties, 48 are studios, 60 have one bedroom, 64 have two bedrooms and 20 have three bedrooms. Currently, 49 of the properties are leasehold.

In July 2000, the Council transferred ownership of all council homes including the properties at Ham Close to Richmond Housing Partnership (RHP). RHP is a non-for-profit housing association that aims to provide decent quality, affordable homes and housing related services to people unable to rent or buy in the private housing market.

The properties are built in 14 blocks - many of which are five storey. By today's standards, they are of poor construction, with poor insulation. There are no lifts and for the most part, larger accommodation is on the higher floors so there are accessibility issues for families with young children and people with disabilities.



As part of Richmond Council's Uplift programme, which seeks to regenerate the areas of Whitton, Hampton North, Barnes, Mortlake, Ham and Hampton Hill, Richmond Council has been working with RHP on plans to improve Ham Close. These boards present the latest proposals for potential redevelopment for resident consultation.

The area proposed for the regeneration is bounded by Woodville Road and Asburnham Road. It includes the Youth Centre and car park, the Health Clinic, dental clinic, and the 'Little House' - the building occupied by MakerLabs.

The proposed regeneration area does not include the parade of shops on the corner of Ashburnham Road and Ham Street nor the library.

Consultation and engagement to date

In 2013, The Prince's Foundation for Building Communities, were invited by RHP and Richmond Council to work with residents, businesses and local organisations, to consider the future of Ham Close. Specifically, what improvements they would like to see, and to develop a vision for the area.

During December 2013 and January 2014 RHP, Richmond Council and The Prince's Foundation carried out a consultation with local residents, stakeholders and RHP customers. They produced a report which highlighted the principles on which any future vision for the area should be based.

These are the principles for future development:

- Any resident of Ham Close wishing to remain in the community will be able to do so.
- Retain and enhance green space.
- Create a heart to Ham Close and Ham, retain and support a village feel.
- Better integrate Ham Close.
- Improve community facilities. For instance by co-locating the youth centre, clinic and library.

In 2015, RHP and the Council consulted with residents on proposed approaches for the regeneration of Ham Close. There were some clear messages – not to relocate the library to the Close, not to build on or relocate the green and more generally that there should be more engagement with the community on what should shape any proposal for development.

Over the summer of 2016, RHP and the Council held a series of design workshops with residents and the wider community on topics such as open space, design and community facilities. These informed the development of a new proposal. These boards set-out to summarise the feedback and show the new proposal for consultation. Whilst this is not the final detail of what a new scheme for Ham Close will be, we think this reflects the key messages that we have heard from residents and the community. We want to hear what you think about the proposals, and how they can be improved.

The consultation is available online at: www.hamclose.co.uk but proposals are also available to view in a temporary exhibition in Ham Youth Centre car park. All RHP customers at Ham Close will be posted (via Royal Mail) a hard copy of the consultation material and questionnaire.

What happens next

Late 2016 / early 2017 - we will let you know the outcome of the consultation and RHP and the Council will consider the proposals and feedback.

The deadline for feedback is the 18 November 2016.

Wednesday 19 October – Friday 18 November 2016:
Consultation on new proposal to develop Ham Close

End of 2016 / Early 2017: RHP Board and Richmond Council Cabinet decisions

2017: Preparation of detailed designs and studies to inform Planning submissions later in the year (including further consultation)

2018 onwards: Planning approval expected. Should Planning Permission be granted, construction would follow in phases. A subsequent timeline would be published.

YOUR FEEDBACK SO FAR

Design workshop feedback

Over the summer of 2016, RHP and the Council held a series of workshops for local residents looking at:

- Financial viability - costs and funding for a development.
- Traffic and transport.
- Open space and landscaping.
- Community facilities and local services.
- Design - layout, property heights and design of a new scheme.
- Construction - how a scheme would be developed and the impact on residents and the area.

The following table summarises the feedback that we have heard so far, and how we have fed this into the proposed design.

For a full summary of the feedback, please go to:

www.hamclose.org.uk/workshops

Your key messages

You said	How we are responding
Financial Viability	
<ul style="list-style-type: none"> • Clear information on the viability of development. • More information on future rent levels and other housing costs. • More information on refurbishment costs. 	<ul style="list-style-type: none"> • To see the viability of the proposal, go to the Proposed Masterplan board. • See the Residents of Ham Close board for information on housing costs. • The cost estimate for full refurbishment at Ham Close is around £8 million. This Capital Investment is not available and would not enable the delivery of any additional, much needed, affordable homes for people living in the borough.
Community Facilities and Local Services	
<ul style="list-style-type: none"> • Plans must consider health services. • Young people must be involved in designing the future. Consider the impact of development on early years provision and school place planning. • Ham needs flexible space for a variety of community meeting spaces. • Must consider co-location of services. 	<p>See board on Community Facilities and Local Services.</p> <p>To ensure that any development provides truly flexible, sustainable space suitable for community use and business start ups, we are engaging with local organisations on how local services could be improved and provided in the future.</p>
Design	
<ul style="list-style-type: none"> • The redevelopment should leave the green in its current shape and form. But this view was not shared by everyone. • Create a modern look and a mix of design styles. • Provide a variety of routes through but do not carve up the area with cars. • Create dual aspect properties and larger windows wherever possible to achieve the high light in the current flats. • Taller properties should go in the centre of the development. 	<p>See the Proposed and Indicative Design boards for information on how we have taken resident feedback into account.</p>

You said	How we are responding
Traffic and Transport	
<ul style="list-style-type: none"> • Common sense approach to parking surveys and transport modelling. • The capacity of Petersham Road, particularly during peak hours and junction capacity at Sandy Lane must be assessed. • The impact of other developments in the local area must be assessed. • One parking space per unit and visitor parking must be provided. • Improved cycling facilities must be provided. • Continue to put pressure on local transport providers to improve public transport. 	<p>We have commissioned specialist transport surveyors to complete a number of preliminary traffic surveys and a modelling exercise. This has tested the impact of the potential future proposals on key junctions surrounding the site. For more information see board on Community Facilities and Local Services.</p> <p>The full impact of the proposals will need to be considered further, should redevelopment go ahead, as part of a detailed Transport Assessment.</p> <p>The following proposals avoid roads bisecting (cutting across) the development and enable the provision of a minimum of one parking space per residential dwelling. The important, but more detailed, design considerations highlighted by residents, such as local 'pinch points', will all be incorporated into the next iterations of design.</p> <p>Should redevelopment go ahead we will ensure that improvements to cycle routes, cycle storage and public cycle racks are a part of the development.</p> <p>We will also work with transport providers to see what improvements can be made to public transport.</p>

Open Space and Landscaping

<ul style="list-style-type: none"> • More private amenity space for Ham Close residents (e.g. balconies, private gardens / shared gardens). • Gaps between buildings are important, these should be green / landscaped. • Retain mature trees where possible and explore planting more. • Explore a green link through the development and use of the land to the rear of the shops. 	<p>In response to residents' feedback the proposals that follows retains the green and existing mature trees, provide more private amenity space for Ham Close residents, and deliver gaps between buildings. The proposals also explore a 'green link' through the development and the provision of community facilities behind the shops.</p> <p>See the Indicative Design boards for more information on how we have taken resident feedback into account.</p>
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Construction

<ul style="list-style-type: none"> • Construction traffic, environmental controls, waste management and the overall sustainability of the development must be considered. • A development could present opportunities – apprenticeships, work experience and training for local residents. 	<p>Should redevelopment go ahead any planning application will be accompanied by an array of detailed technical assessments, together with a full Environmental Statement. This will assess the impacts of the proposed development and assess whether these are acceptable and, that these can be properly mitigated.</p> <p>A Construction Management Plan will also be submitted with any planning application. This would include details of measures to control the emission of noise, vibration and dust, including the management of working hours and construction traffic. Further details on this will be shared with residents through further public consultation, should redevelopment go ahead.</p>
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DESIGN BRIEF

The five key principles on which any future vision for the area should be based, agreed as part of The Prince's Foundation consultation in 2013/2014 remain. (Please see board 1)

Following the design workshops over the summer, RHP and the Council have worked with the architects to develop a further set of guiding principles to ensure any design focusses on the things that really matter to residents.



Further Design Principles

- Develop an approach that responds to the unique and distinctive character of the Ham Close neighbourhood, varied building form (shapes and sizes) and a richness in detail and materials.
- Create a masterplan based around a legible street network and attractive landscaped amenity spaces, with clear delineation of public and private space.
- Retain and enhance existing green spaces and trees wherever possible, developing strong and attractive connections that strengthen existing local connections.
- Incorporate servicing and car parking within the masterplan, without compromising the townscape qualities aspired to.
- Produce housing types that optimise the quality of living spaces, comfort and outlook for existing and new residents of Ham Close and minimise the disturbance for existing Ham Close residents.

In order to develop these design principles into a design for Ham Close the architects identified a number of key features that any masterplan for the Close should include.

Character Areas

- A series of distinct 'character areas' to reflect the varied building form (shapes and sizes) and the richness in details and materials surrounding Ham Close.

Townscape and Street Pattern

- A layout that successfully relates to the surrounding context in terms of street pattern and the overall grain of the development, building on existing routes.

Landscape Quality

- A layout that provides a framework to support a cohesive landscape proposal and the potential to enhance the green.
- A layout that enables the provision of private / semi-private amenity space for Ham Close residents.

Parking and Vehicular Access

- A parking standard of approx. one per dwelling (as a minimum).
- A variety of pedestrian routes through the development, whilst avoiding roads breaking up the development and being used as 'rat runs'.
- Vehicular access limited to the edges of the development, whilst allowing sufficient access for service and emergency vehicles.

Housing types

- Proposed layout to enable the provision of housing typologies that meet the London Housing Design Guide and dual-aspect properties.
- Proposed layout to enable the phased development of no more than three phases enabling a single move for all existing residents.

PROPOSED MASTERPLAN

Summary of proposal

RHP and the Council have always maintained the need to show what a redevelopment scheme might look like, whilst taking into account that it must also be deliverable. As a result we have arrived at an indicative proposal of 425 homes. This includes, the reversion of the 192 existing homes. With this number, we believe we can provide a high quality new scheme with a great environment, whilst at the same time have a reasonable chance of being viable.

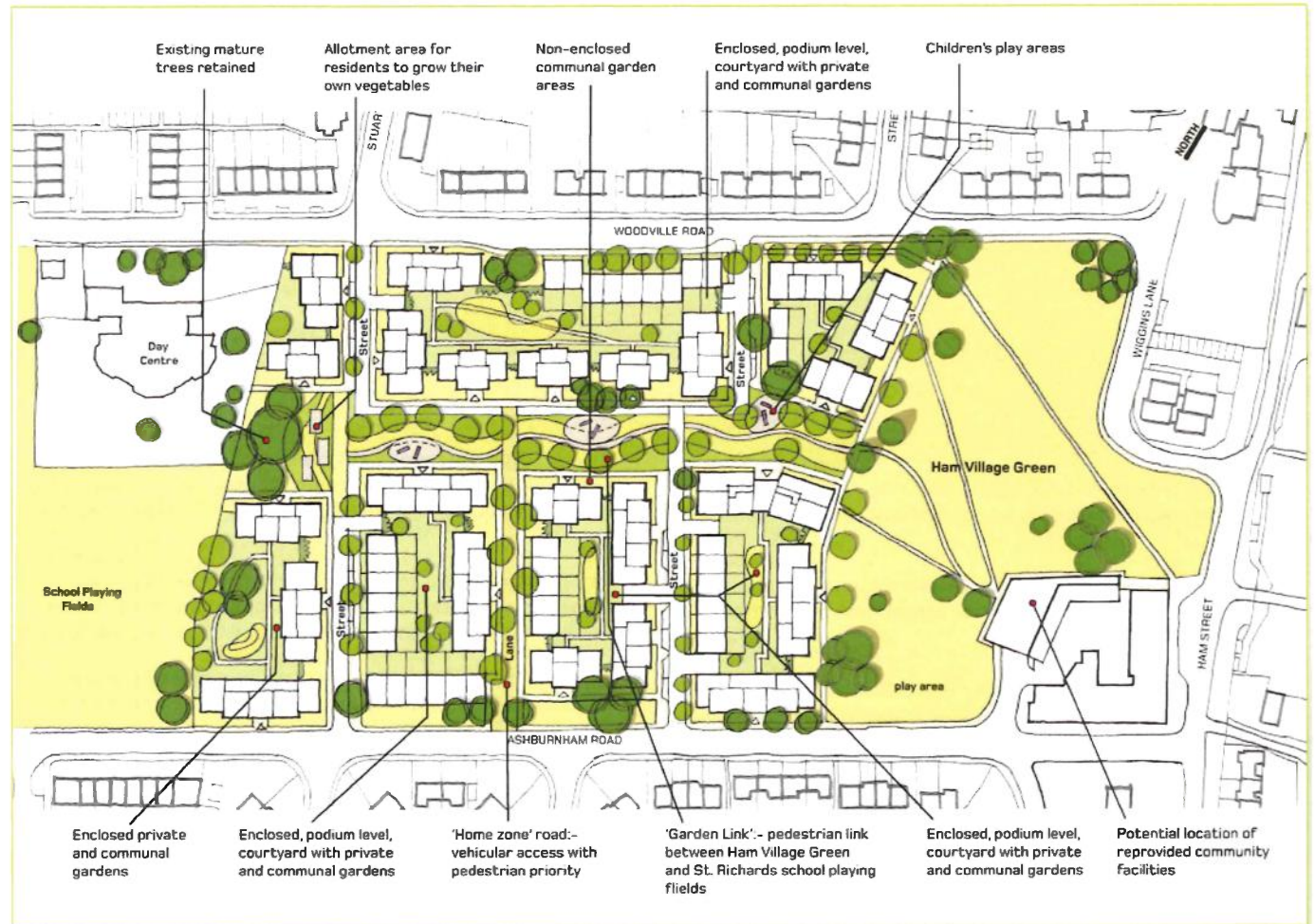
Independent viability modelling suggests that even 425 units will not be self-financing and so RHP and the Council will have to identify external funding to fill the gap.

The proposed masterplan shows a development that will deliver:

- 192 replacement existing homes.
- The existing homes will be replaced like for like and include 49 leasehold and 143 tenanted homes.
- Of the new, additional 233 homes, at least one third (78) will be affordable housing.
- The 78 affordable housing units will be split. Half will be affordable rent (39) and the other half shared ownership (39).
- 155 new homes will be sold on the open market - the proceeds would be used to help pay for the affordable housing.
- Overall there will be a mix of properties including 16 studios, 147 one bed, 172 two bed and 56 three bed flats plus 25 three bed houses and 9 four bed houses.

Affordable housing:

Affordable housing is any accommodation that is designed to help people who cannot afford to buy or rent in the private market. This will typically include rented homes, let at either target or affordable rent levels and shared ownership homes to help first time buyers.



PROPOSED DESIGN

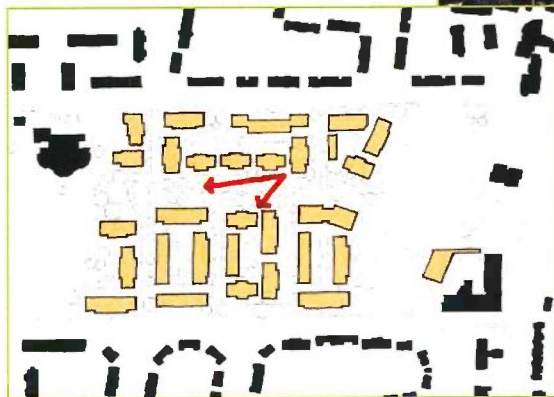
The proposed masterplan comprises a mix of housing types, both houses and apartment buildings. The design of housing within the masterplan is varied comprising different plan layouts, heights, shapes, roof types, materials and architectural details. The proposed landscape is also varied, featuring different areas including the 'Garden Link', lanes, streets and the green.

Garden Link

This shows the proposed 'Garden Link' that will link the green with St Richard's CE Primary School playing field and the Woodville Centre. The environment is designed to maximise open space and give priority to pedestrians. There is a clear definition of public and private amenity space; entrances and private gardens front onto the communal gardens.

The upper floors of apartment buildings are set-back with terraces at roof level; this arrangement helps to mitigate the appearance of the height of buildings when viewed from ground floor level.

The buildings combine modern and traditional features; such as large elegantly proportioned windows with more modern features.



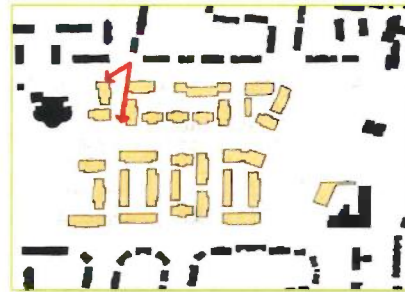
PROPOSED DESIGN

View from Woodville Road

This shows a view of the proposed new affordable housing and the associated street scene, as seen looking into the new development from Woodville Road.

This would form part of Phase 1. The high quality hard landscaping includes a mix of materials and overall this continues the feeling of creating streets with a limited level of on street parking and a general prioritisation for pedestrians and cyclists.

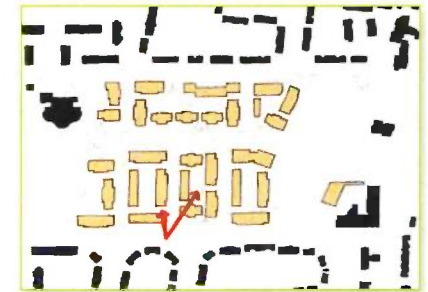
The ground floor flats all have their own private garden area with railings and hedges to help define public and private areas. The flats on the upper floors all have balconies and all homes will benefit from cycle storage.



Street

This shows a typical tree lined street leading into the new development with a shared surface for the use of pedestrians, bicycle and vehicular traffic. The surface treatment has a variety of materials including planted verges, which help to define pedestrian and vehicular separation. The front gardens of houses have railings and hedges that help to distinguish private and public spaces. The boundary treatments are kept below window cill level height to enable ease of surveillance of the street from within homes.

The design of the terraced houses includes a number of architectural features including a dormer window and an inset tiled entrance at ground level. The entrance doors to the house are coloured to distinguish the identity of residents homes and aid wayfinding.



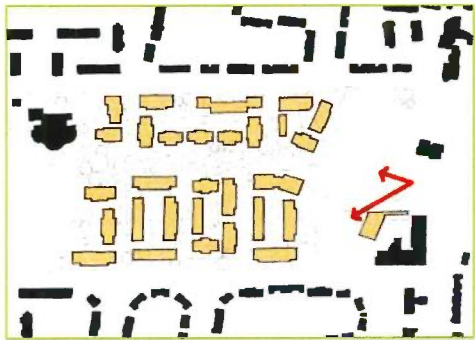
INDICATIVE DESIGN

The green

We have heard that the green is really important to residents. We agree, that the view across the green should be an impressive gateway to Ham Close.

People have told us that there is an opportunity to frame the green with the new buildings. We have also heard that there is an appetite to see a contemporary interpretation of Ham's mixed architectural styles.

There are a wide range of views from local people as to what style of buildings they would like and we will be asking for community input into the detailed design of the facades and the green itself.



INDICATIVE VIEW FROM THE GREEN



PROPOSED BUILDING HEIGHTS

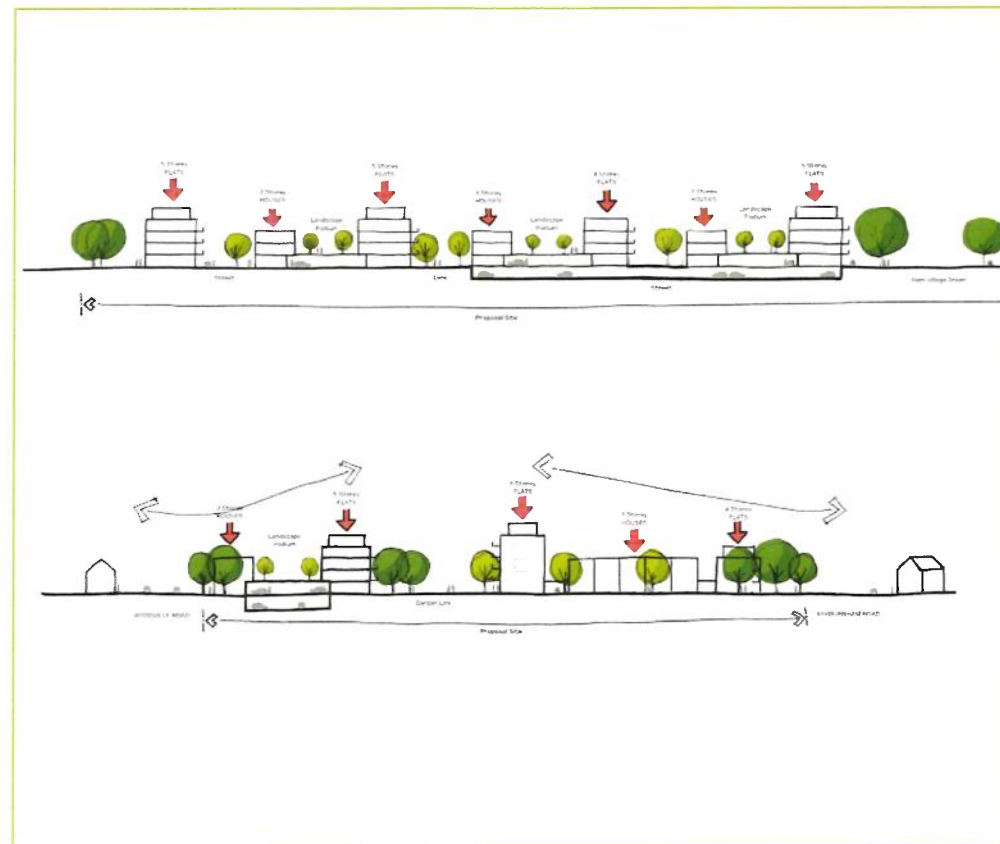
Proposed Building Heights

The diagram below shows the relative building heights, ranging from 2-6 storeys, of the proposed development in terms of the number of floors. Lower buildings are located closer to existing housing on Ashburnham Road and Woodville Road, whilst taller buildings are located towards the centre of the site. The proposed layout enables contrasting building heights adjacent to one another with stepping building lines and gaps.



These sketch drawings show two sections through the site:

- A section parallel to the central 'Garden Link' between the green and St Richard's CE Primary School playing field and the Woodville Centre.
- A section from Ashburnham Road to Woodville Road.



COMMUNITY FACILITIES AND LOCAL SERVICES

Community Facilities and Local Services

Existing Community Facilities

The area proposed for the regeneration includes the Youth Centre the Health Clinic, the dental clinic and the 'Little House'. The Youth Centre is managed by Achieving for Children (AfC). The main hall and other spaces can be hired by local groups. The Health Clinic – Ham Clinic – is owned by Hounslow and Richmond Community Healthcare (HRCH) NHS Trust and currently provides a range of children's services and podiatry. The dentist is owned by Perfect Smile Surgery Ltd. The 'Little House' is a small, single storey building occupied by Richmond MakerLabs, a group for people with an interest in DIY and craft, it is a 'makerspace', with group projects focused on making improvements for the local community.

Establishing Future Needs

We are working with AfC to understand how the existing Youth Centre is used, how the space and services could be improved and links with the Children's Centre and local schools developed. As part of this consultation we will be engaging with local young people to understand what they would like to see as part of any development.

We are also working with AfC and HRCH NHS Trust to consider how redevelopment of the Clinic could support the delivery of an integrated health and social care service for Richmond children with disabilities and their families and carers.

The Council and RHP are also reviewing needs for primary health care. We are committed to ensuring any future development accommodates these local services and will continue to engage with the current providers including Richmond MakerLabs.

Options for the Future

The following diagram shows the possible locations of the re-provided community facilities.



For the purposes of this consultation we have allowed approximate floor areas that would enable the re-provision of the existing facilities and some space for the re-configuration or provision of new services. It is very likely that community facilities will need to be spread across two of these locations. We would value residents' feedback on the proposed locations of local services.

Traffic and Transport

To move forward a full Transport Assessment will be commissioned to robustly assess the transport impacts of the development. The extent of this assessment and associated surveys would be agreed with the Local Planning Authority and the GLA and will reflect the feedback from residents to date.

Following feedback we have commissioned specialist transport surveyors to complete a number of preliminary traffic surveys and a modelling exercise, testing the impact of the potential development on key junctions surrounding the site, including the A307 Petersham Road.

These preliminary capacity assessments indicate that the 4 junctions assessed operate within their theoretical capacity in the weekday AM and PM peak periods and that the potential future development of Ham Close will have a negligible impact on the operation of these junctions.



The surveys do highlight that the A307 Petersham Road (South) / Sandy Lane roundabout currently operates close to capacity on the A307 Petersham Road (South) arm, and with development the junction will operate closer to capacity on the same arm.

School Places

The Council's School Place Planning Strategy recognises the potential future development of Ham Close and indicates a need for more primary school places within the area and sets out options for meeting that need. All three local primary schools have got capacity for further expansion and the Council, working with AfC, will factor in the need for further places as the proposals for Ham Close are developed.

DESIGN IN DETAIL

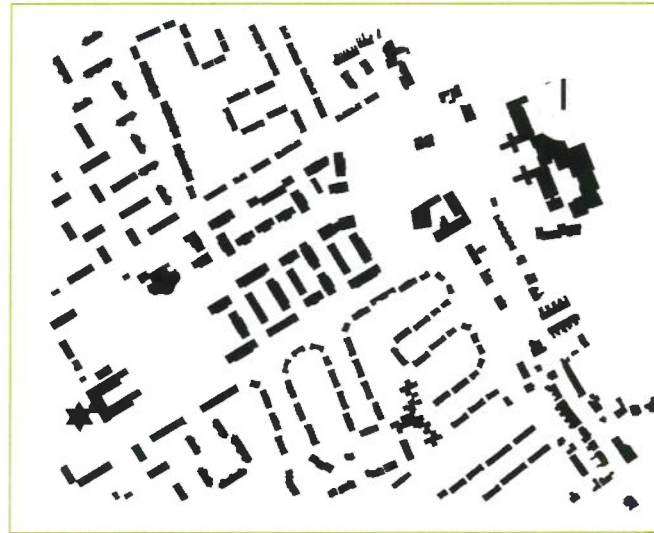
The following drawings illustrate how the key features have informed the development of the proposed masterplan for Ham Close.

Style of building

- The buildings facing onto Ashburnham and Woodville Roads respond to the character of the adjacent estates.
- The streets into the Close have a unique character balancing mews houses and apartment blocks.
- The 'Garden Link' has a distinct character formed by larger buildings and wider spaces.
- The apartment blocks that face onto the green also have a unique character.



Street Pattern



- The above diagram shows the ground area covered by all buildings. These include the existing properties surrounding Ham Close and the proposed new development.

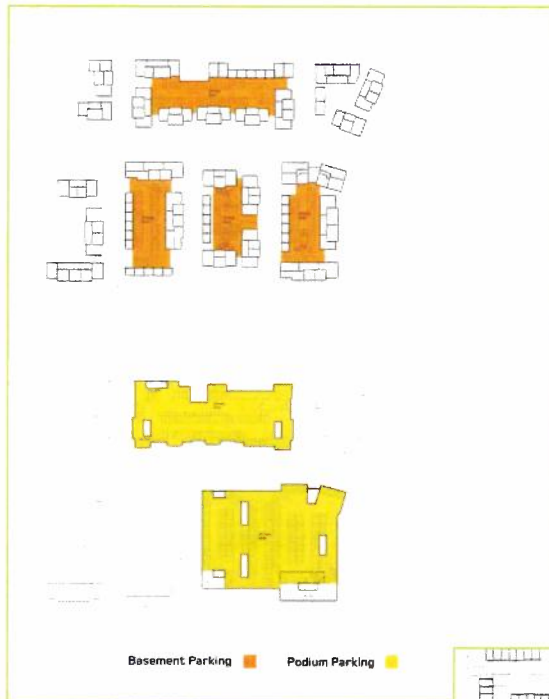
Landscape Quality

- Distinct landscape areas introduced to bring variety into the scheme.
- The 'Garden Link' is a public landscaped space which provides a connection through the development.
- The trees on the green will be retained.
- The 'Podium' and 'Courtyard' spaces between buildings will provide private / semi-private amenity space for Ham Close residents.



DESIGN IN DETAIL

Parking



- The 'Garden Link' will be vehicle free with exception of service and emergency vehicles.
- Car parking accessed from edges of spur roads.

The proposals ensure there is an average of one car space property, and visitor parking, the scheme proposes a mixed parking provision. This comprises:

- Street level parking.
- Podium parking at ground level.
- Basement level parking.

The parking at ground level will be sensitively integrated into the landscape in order to avoid an overwhelming presence of cars. The total provision comprises:

On-street	29
Podium	143
Basement	279
Total parking spaces	451
Parking ratio	106%

Vehicular Access



Spaces between buildings

- All blocks are separated by gaps between buildings. Many will be dual aspect properties, with views out and through the development.
- Apartment blocks and terraces are separated by standard street widths.
- At the heart of the Close the width between buildings is expanded to accommodate the 'Garden Link'.

Construction phasing

These diagrams show the regeneration site subdivided into three phases of development.

Phase 1

First phase of construction on currently undeveloped land.

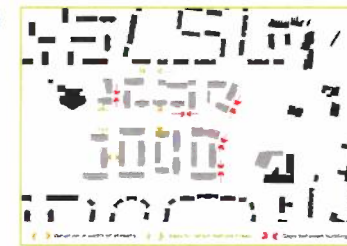
Phase 2

First demolition and relocation of those who currently live in Phase Two zone to Phase One.

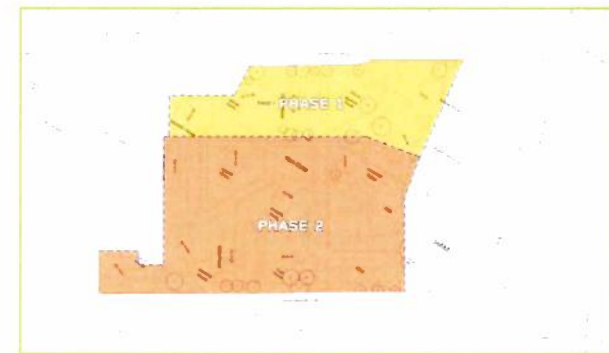
Phase 3

Second demolition and relocation of those who currently live in Phase Three zone to Phase Two.

This means that all existing customers would likely live in Phase One or Phase Two area.



Demolition Phasing

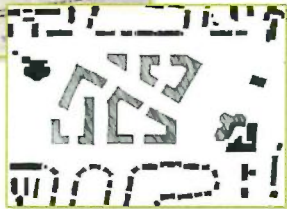


Construction Phasing



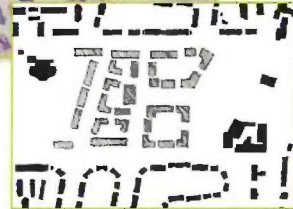
INSPIRATION FROM THE COMMUNITY

The design approach workshops produced a number of different sketch proposals for Ham Close. Below are just a few of the more developed 'masterplan' proposals.



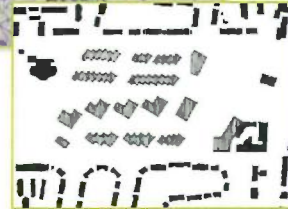
Key features

- Green / pedestrian route through the development a "tree lined mini-Champs Elysees".
- The landscape takes precedence, roads do not bisect the site.
- A variety of routes into the development.
- Different character areas.
- Height towards the centre of the development.
- Community facilities wrapped around the back of the shops.



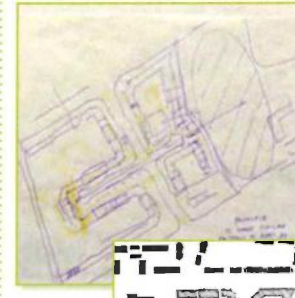
Key features

- Green / pedestrian route through / in the middle of the development.
- Retaining green spaces / gaps between buildings.
- Provision of semi-private amenity space for residents (shared gardens / courtyards).
- Different character areas – a mix of styles to reflect the variety surrounding Ham Close.



Key features

- Green / pedestrian route through the development.
- Creating an edge to the green.
- The landscape takes precedence, roads do not bisect the site.
- Height towards the centre of the development.
- Community facilities wrapped around the back of the shops.



Key features

- Height towards the centre of the development.
- A mix of heights.
- A similar street pattern to the surrounding context.

Key design themes

- Must not lose open feel and wherever possible gaps between buildings should be retained.
- The spaces between buildings are as important as the buildings themselves – should be green and landscaped.
- A variety of pedestrian / car free routes through the development – a green avenue through the Close.
- The development should not be carved up by cars – roads should be cul-de-sacs.
- Retain existing mature trees (of value) wherever possible and enhance existing green spaces.
- A 'strong edge' to the green could be explored.
- Taller buildings towards the centre of the development.
- Must provide private / semi-private amenity space for residents – balconies / gardens / shared gardens.
- The parking solution should not overpower / dominate the development.
- A modern interpretation of Ham's unique setting - different character areas / styles.
- Adequate storage for residents (including cycle storage).

DESIGN INSPIRATION – ARCHITECTURE

Design Inspiration

A wide variety of architectural precedents were reviewed as part of the resident consultations, which took place over the summer. The precedent images were drawn from examples of local buildings and generic building types. The architectural details that residents picked out reflected a wide variety of styles and tastes. They are shown below.



Local References

The unique nature of Ham is a consequence of its location and historic development and the architecture of Ham has a wide variety of building styles from different historic periods.



DESIGN INSPIRATION - OUTDOOR SPACE

Landscape Ideas - Residents Selection



Landscape Concepts



GARDEN LINK



PLAY



VILLAGE GREEN



GROWING



PODIUM



HOME ZONE & LANE

RESIDENTS OF HAM CLOSE

RHP Customer Charter

- RHP will work with you on an individual basis to help you to understand how the redevelopment proposals will affect you and understand your housing needs and preferences and listen to your concerns.
- RHP will understand any additional care and support requirements you may have and offer extra help and support where required.
- RHP will offer extra help and support for older people and/or disabled residents throughout the development.
- RHP and Richmond Council will provide information on a regular basis in a variety of formats using clear language that is easy to understand. This includes a website where you can access all of the latest information as well as newsletters.
- RHP tenants will be able to remain at Ham Close, with only one move into their new home wherever possible.
- RHP tenants will maintain the same tenancy rights as they do now.
- RHP Homeowners will be entitled to at least the market value of their home, plus home loss payments and disbursements.
- Leaseholders will be offered the services of a Mortgage specialist.
- RHP will continue to maintain and repair the homes of tenants and provide Estate services to Ham Close throughout the redevelopment process.
- RHP and Richmond Council will encourage you to participate fully in the engagement and consultation process. It would be great for as many existing customers to be involved in this process as possible.
- We will not tolerate verbal or physical abuse or inappropriate behaviour (including discrimination on the basis of Race or Ethnicity, Nationality, Age, Gender, Transgender, Sexual Orientation, Disability or Religion or Belief).

RHP Customer Offer

The RHP offer for tenants:

- The majority of RHP's existing customers have made it very clear that they wish to remain living in Ham. If you're an existing tenant you'll be able to remain in Ham and will be offered a new home at Ham Close. Any redevelopment would happen in phases with the aim that people would only have to make one move, although this is not guaranteed.
- Home loss Payment. All tenants will receive a home loss payment of £5,800 (as of October 2016). You will be entitled to this payment if you've lived in your home as your main residence for at least a year prior to the date of having to move.
- Disturbance Payment. All tenants are entitled to a disturbance payment to cover removals and other costs relating to the move.
- Rents on the new homes will be calculated on the same basis as current rents.

The RHP offer for Homeowners (owner occupiers and Landlords)

- Your current home will be valued by an independent RICS surveyor to establish market value.
- If you don't agree with this valuation, you can nominate another RICS surveyor.
- In addition to Market Value, you will receive a further 10% (with a minimum of £5,800 and a maximum of £58,000) if you have owned your home for at least one year before the date of having to move.
- You will also be entitled to a disturbance payment which covers reasonable costs when moving home. This includes removals and legal costs.

- New homes will have a new 125 year lease at no additional cost to the homeowner.
- If you cannot afford a new home, RHP will offer a Shared Equity scheme. There will be no rent or interest payable by the homeowner on the equity retained by RHP.
- You can buy the remaining equity at the time of regeneration or later if your circumstances allow.
- We will offer you a reduced share of the equity if you are unable to replace your current mortgage.
- In the event that you cannot afford to live in a lower shared equity home we could offer to buy your existing home and offer a new home that is let at an affordable rent level.
- If you let out your property or have anyone else living in it, you'll be responsible for serving any tenancy or other legal notices to make the property available for redevelopment.

Cost of Living

An indication of the possible rents chargeable on the new homes is provided below.

Property Type	Minimum Property Size /sqm	Weekly Target Rent /Epw
Studio (1b,1p)	37	77.07
1 bed 2 person	50	93.97
2 bed 3 person	61	109.79
2 bed 4 person	70	Rent cap - 113.6
3 bed 5 person	86	Rent cap - 119.96

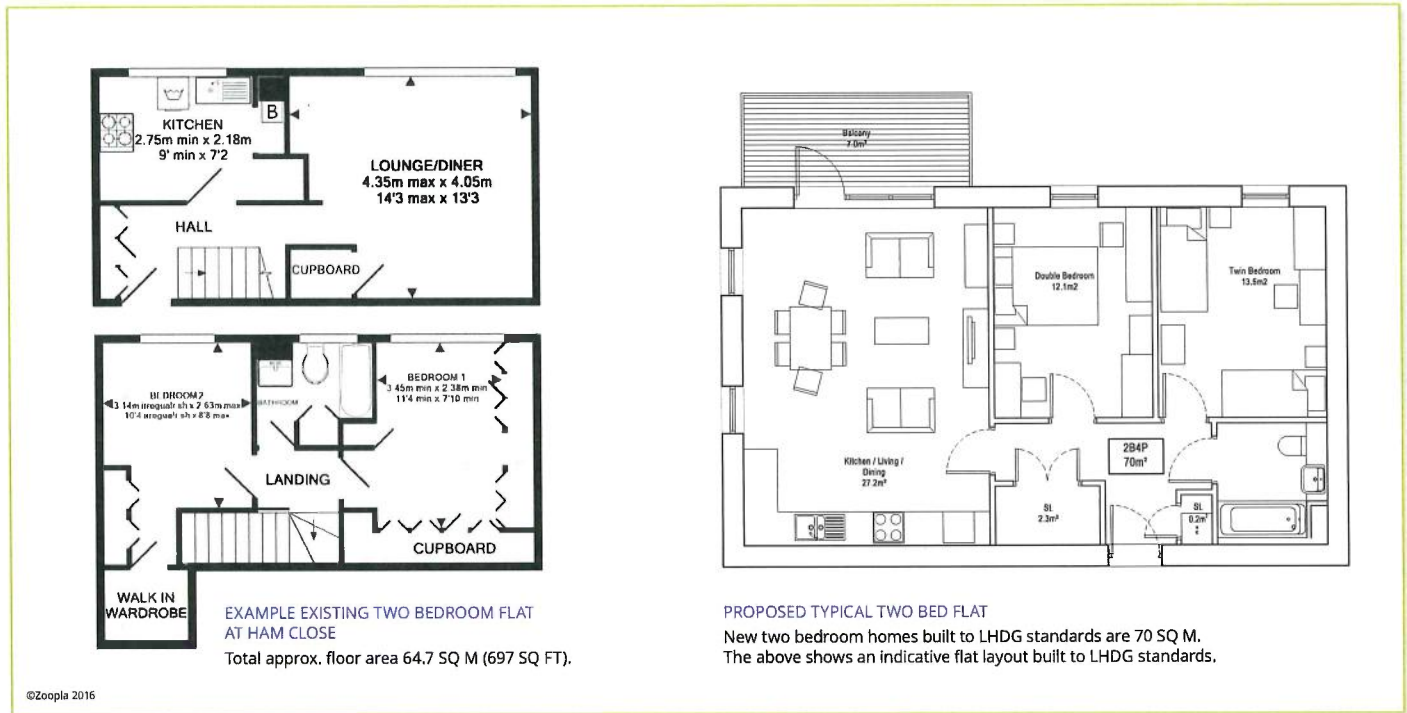


LIVING SPACES

Living Spaces

Flat Sizes

The size of new homes will compare favourably with existing homes. Below is a sample flat layout from Zoopla showing a typical two bed-flat and its room dimensions of an existing home at Ham Close. This has been compared to flat sizes in the London Housing Design Guide (LHDG), to which all the homes in the proposed scheme will be built.



The new development will meet the following minimum standards (as set out in the London Housing Design Guide).

Space standards

Dwelling type (bedroom/persons)	Min. internal floor area (sq m) (LHDG standards)	Example of existing internal floor area (sq m)
1 bed 1 person studio	37	31.3
1 bed 2 person flat	50	44.7
2 bed 4 person flat	70	64.7
3 bed 5 person flat	86	75.2

Floor to ceiling heights

A minimum of 2.5m is required between the finished floor and finished ceiling.

Storage

Built in general internal storage space free of hot water cylinders and other obstructions must have a minimal internal height of 2m and a minimal area of 1.5 sq m for 2 person dwellings which is in addition to storage provided by furniture in habitable rooms. For each additional occupant an additional 0.5 sq m of storage space is required.

Cycle storage

1 space per 1 or 2 bedroom dwelling

2 spaces per 3 or more bedroom dwelling

Bathrooms/WCs

Dwellings designed for an occupancy of 5 or more people should provide a minimum of one bathroom with wc plus one additional wc.

Private open space (balcony / gardens)

A minimum of 5 sq m of private outdoor space for 1 or 2 person dwellings and an extra 1 sq m for each additional occupant is required. The minimum depth and width of all balconies and private external spaces is 1.5m.

Energy efficiency

All homes should satisfy London Plan policy on sustainable design and construction and make the fullest contribution to the mitigation of climate change. At this moment, designers should seek to achieve a minimum of Level 4 of the Code for Sustainable Homes in new developments. To achieve a minimum of Level 4 the development's first priority will be to reduce residents energy consumption. This means making the building fabric more efficient through high levels of insulation to minimise energy loss.

Appendix 3

Programme

Ham Close - pre start planning timetable

	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	
Partner Selection																				
Sign PPA																				
Pre App																				
GLA Pre App																				
EIA screen/scope																				
Consultation events																				
Design Review Panel																				
Survey Work																				
Councillor/Committee Presentation																				
DRP response																				
GLA response																				
EIA response																				
CIL and S106 heads of terms agreed																				
Draft reports issued																				
Legal Review																				
Scheme design frozen																				
Reports finalised																				
Co-ordination																				
PLANNING SUBMISSION																				
Validation																				
21 Day Consultation																				
GLA Stage 1 response																				
Clarifications & Amendments																				
Section 106 & Conditions Agreement																				
Officer Report																				
Planning Committee																				
Draft s106 to GLA																				
GLA Stage 2 sign off																				
S106 signed																				
Decision Notice issued																				
JR period																				
Detailed design																				
Pre-Start Condition Clearance																				
Decant Hatch House																				
Asbestos Survey (Hatch House)																				
6 week demolition notice																				
Pricing Control document																				
Subcontractor Procurement																				
START ON SITE																				

Risk

- 2 month not public
- PPA to be signed May-21
- First formal pre-app - May 26th
- Delayed until June - needs to follow first pre-app
- Introduction meeting to residents proposed for late May
- Follows 2 Pre-Apps in the PPA
- Tight against first pre-app meeting
- Will follow delayed meeting

Mitigation

- Renegotiating PPA with Lucy
- Information to be submitted in advance, pre PPA signing
- Contact GLA to schedule as early as possible
- Informal stage introduced to expedite - consultant being engaged
- Consultant being engaged to assist with process
- Reordering PPA so DRP can happen earlier in the process, June/July
- Some carried out in advance

Planning committee 2 months before Purdah

Aiming to maintain progress and agree updated PPA

Appendix 4

Form of Nominations Agreement

Nomination agreement

dated 201[]

Parties

- (1) **The Mayor and Burgesses of the London Borough of Richmond upon Thames** of the Civic Centre of 44 York Street Twickenham TW1 3BZ (the **Council**); and
- (2) **Richmond Housing Partnerships Limited** (registration number L4279) of 8 Waldegrave Road, Teddington, Middlesex TW11 8GT registered with the TSA and an Industrial and Provident Society under number IP030939R (the **Association**).

Introduction

- (A) Units and other land are to be built substantially in accordance with planning permission (with ref number []) (as varied or amended) (**Planning Permission**) for occupation by persons within the Association's charitable objects.
- (B) The Association has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided.

Agreed terms

1 Definitions and Interpretations

Availability Notice means the notices referred to at clauses 3.1 and 3.2;

Grounds for Refusal means the relevant nominee:

- (a) has physically assaulted any member of staff of the Association or its agents or contractor at any time within a period of two years prior to the nomination being made; or
- (b) is a sex offender who requires rehousing and to whom the Council owes a statutory duty and any provisions of a protocol agreed between the parties from time to time allow the Association to refuse to house such nominee; or
- (c) is in the Association's reasonable opinion persons whom it would not be proper for the Association as a charity to house;

Nomination Notice means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees;

Nomination Period means 80 years from the date of practical completion of the Units;

Nominees means persons nominated by the Council for the purposes of this Agreement;

Non-True Voids means as defined in Schedule 1;

Property means the Site and the Units;

Relevant Nominee means Nominees to whom the Association shall offer a Unit on the Site in accordance with clause 5 hereof which shall be nominees assessed by the Association as appropriate for it to house under its objects, lettings and allocations policies;

RSL means a nonprofit private registered provider of social housing pursuant to the Housing and Regeneration Act 2008;

Site means part of the land and buildings to be erected on the land known as land at [], shown [edged red] on the plans attached;

True Voids means a vacancy created in any of the circumstances set out in the Schedule 1 hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading "definition of a Non-True Void"; and

Units means the affordable housing residential units to be managed and provided by the Association on the Site (as set out in the Schedule 2 hereto).

- 2 The Association hereby covenants with the Council that in respect of the initial lettings under this agreement the Council shall have rights to nominate up to 100% of the Units and shall thereafter have the right to nominate up to the first three out of every four True Voids arising in a calendar year for the Nomination Period unless the Council at its absolute discretion agreed to waive or relinquish such rights of nomination.
- 3 The Association shall give to the Council:
 - 3.1 In the case of an initial letting of any Unit not less than six weeks written Notice of the actual completion of such Unit and its availability for letting; and
 - 3.2 in the case of any Unit being a True Void becoming subsequently available for letting at least ten days written Notice of such availability.
- 4 Within ten days of the receipt by the Council of any Availability Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice.
- 5 The Association shall as soon as practicable following receipt of the Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee.
- 6
 - 6.1 If:
 - 6.1.1 no Nomination Notice is served by the Council within the ten days referred to in clause 4; or
 - 6.1.2 one of the Grounds for Refusal applies to the relevant nominee; or
 - 6.1.3 the Relevant Nominee refuses or fails to accept the offer of a tenancy within seven days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices each such further and subsequent Nomination Notice to be served within a period of 20 days of the date of the Association's original Availability Notice.

- 6.2 Where following the procedure in clause 6.1:
- 6.2.1 no subsequent Nomination Notices are served by the Council within the period referred to in clause 6.1; or
 - 6.2.2 one of the Grounds for Refusal applies to the relevant nominee; or
 - 6.2.3 the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within three days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing.
- 7 The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto.
- 8 For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association transfers all or part of the freehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a Shared Ownership Lease by the Association.
- 9 For the avoidance of doubt, **it is hereby agreed and declared** that the provisions of this Agreement are entered into pursuant to section 33 Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:
- 9.1 not bind any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
 - 9.2 cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;
 - 9.3 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RSL) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title.
- 10 Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time **provided always** that any notice to be served by either party may be served by such party's Solicitors.
- 11 The beneficial interest in this Agreement and the Property is held by or on behalf of the Association, an exempt charity.

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

Schedule 1

1 **Definition of True Void**

- 1.1 Vacancies created through tenant transfer to another Borough where no reciprocal arrangements exists.
- 1.2 Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists.
- 1.3 Vacancies arising as a result of the death of a tenant where there is no statutory right to succession.
- 1.4 Vacancies arising through tenants buying their own property in the private sector.
- 1.5 Vacancies arising as a result of the tenant having been evicted or abandoning a Unit.
- 1.6 Vacancies arising as a result of a tenant who has been permanently decanted returning to his former home.
- 1.7 Vacancies arising through tenant transfer within the Association's own stock.
- 1.8 Vacancies arising as a result of a tenant who has previously been decanted.

2 **Definition of Non-True Void**

- 2.1 Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home.
- 2.2 Vacancies arising as a result of a tenant being rehoused via the Housing Association "Homes" scheme or other equivalent.
- 2.3 Vacancies arising as a result of a tenant being rehoused by another Borough where a reciprocal arrangement exists.

Schedule 2

[Details of tenure mix] constructed in accordance with the Planning Permission (or such other units as may be permitted by the Planning Permission (as varied or amended)).

executed as a deed by affixing the Common Seal)
of **Richmond Housing Partnership Limited**)
in the presence of:)

[Common seal]

Authorised signatory

Authorised signatory

executed as a deed by affixing the Common Seal)
of **The Mayor and Burgesses of the London**)
Borough of Richmond upon Thames)
in the presence of:)

[Common seal]

Authorised signatory

Authorised signatory

Appendix 5

Community Facilities Specification

Hain Clóise Community Partnership Project

Brief Development Report

February 2020

Design Services | Refinement and Adaptation | Events

Contents

Executive Summary

Section 1. Project Overview

- 1.1 Introduction
- 1.2 Scope of Project
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Section 2. Site

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- 4.3 Axonometric Diagram
- 4.4 Sports Hall Dimensions
- 4.5 External Areas

Section 5. Richmond MakerLab

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- 5.2 Adjacencies

Section 6. Summary

- 6.1 Summary

Document Reference	2002-A-RPT-000-00	Revision	00
Prepared by:	Caitriona Fowler	Date:	20.02.20
Checked by:	Jason Tait and Sarah Finn	Date:	24.02.20
Issued by:	Caitriona Fowler	Date:	25.02.20

Executive Summary

This report looks at the architectural implications of re-providing the Ham Close Community Facilities in conjunction with re-development of the site. It provides information on the existing facilities and provides recommendations for the new accommodation to be provided. The architectural proposals must provide a solution which responds to the needs of the current and future residents living on Ham Close, as well as taking into consideration the wider community, the facilities must compliment, and where appropriate strengthen, provision of services in the local area.

This study was conducted through site visits, meeting with user groups, desktop analysis and client input.

I.1 Introduction

Design Service was appointed by London Borough of Richmond on 5th February 2020 to assist with the architectural brief for the new-build provision of the Youth Centre and MakerLab on the site.

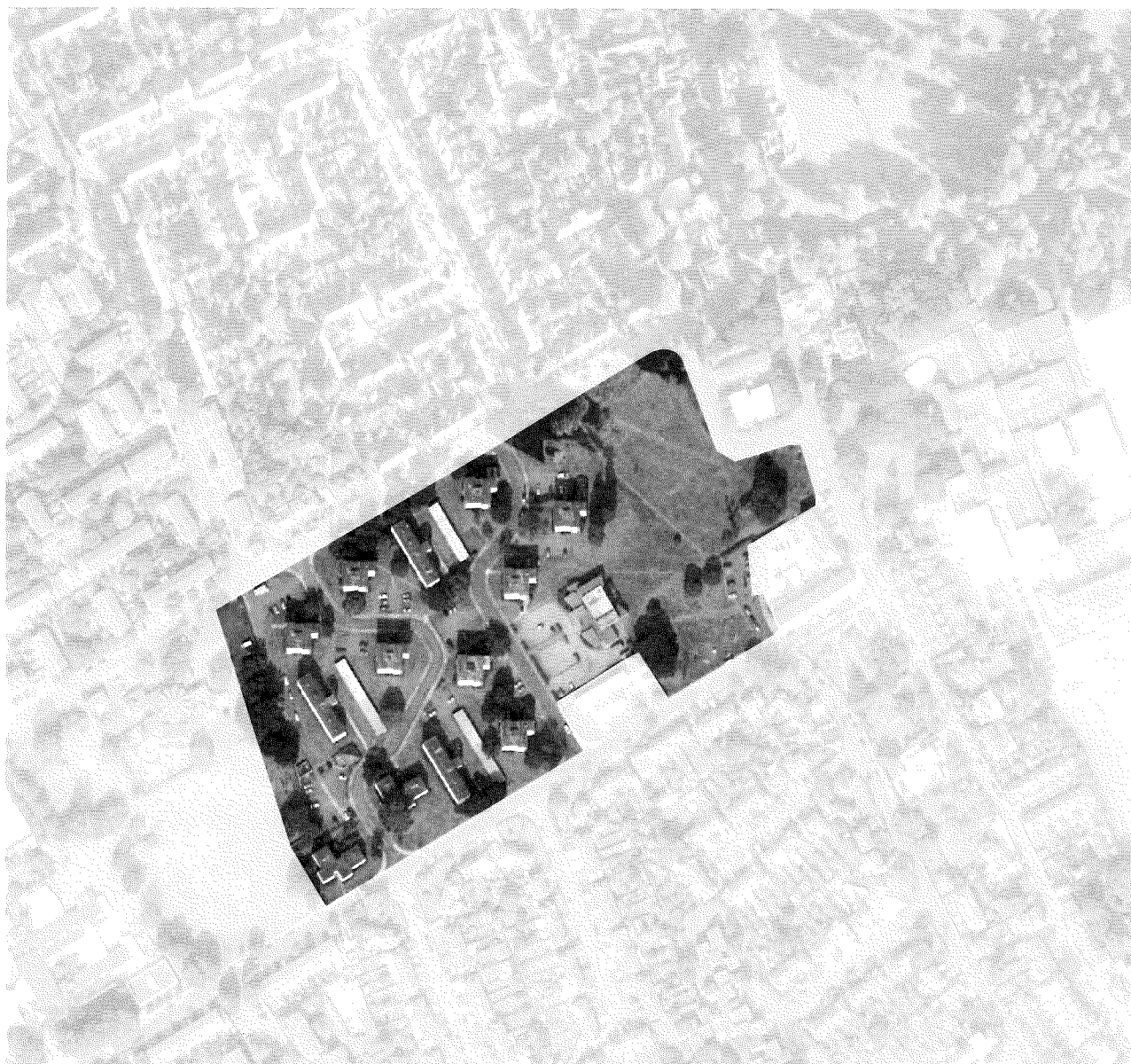
The London Borough of Richmond upon Thames (the Council) has entered into legally binding Collaboration and Land Sale Agreements with Richmond Housing Partnership (RHP). Part of those agreements is that the Council will reinvest the profits from the Land Sale as a capital grant to the scheme in exchange for the provision of community facilities on the site.

I.2 Scope of works

This report documents the existing service provision in terms of existing accommodation areas, facilities and requirements and puts together proposals for the new accommodation to be provided during the re-development of the Ham Close site.

I.3 Methodology

A site visit was conducted on 18.02.20 and a photographic survey was undertaken. A meeting with the Makerlab team took place on the 18.02.20 - their requirements and aspirations for the new facility were discussed and documented and are reflected in this report.



Left: Site Aerial photo 2016 - Statmap

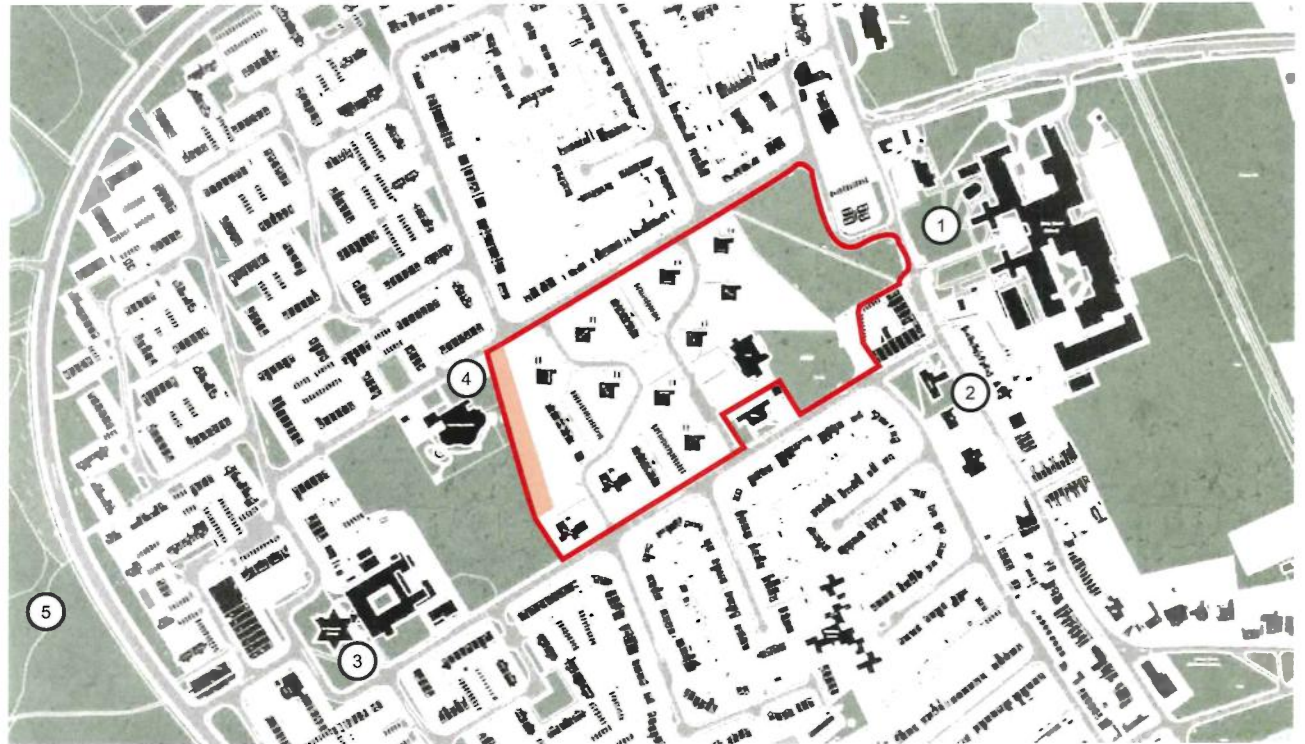
2.1 Site Context

Ham Close Site

Site Context

The site occupies a large area of land in the centre of a predominately residential area. There are a series of public buildings in close proximity to the site: the Grey Court Secondary School to the East, the Library to the south-east, the Day-centre to the West and the St Richard's Church and Primary School to the South-West. There are an abundance of green open spaces in the vicinity of the site and the river Thames is close-by to the west of the site.

- ① Grey Court Secondary School
- ② Library
- ③ St Richard's Church and Primary School
- ④ Day-Centre
- ⑤ Ham Lands next to river Thames



Site Boundary



Land purchase agreement - area of land to be included in the development site.

2.1 Site Description

Ham Close Site

Location

The site lies between Woodville Road to the north and Ashburnham Road to the south. Two roads cross the site from north to south (Ham Close). The Woodville Centre is located to the western boundary and to the eastern Boundary is the Green and the Shops and garages on Ham St. The site is predominately flat with plenty of green space in between the 4/5 storey blocks. There are 11 five-storey blocks on the site and 3 four-storey linear blocks. Other buildings on site include the Youth Centre building and Makerlab. There is a Health Clinic and Dental Surgery adjacent but they are outside of the site boundary. There are some mature trees around the residential blocks. In between the residential accommodation there are several parking bays set amongst green open spaces. Note that Ham Green is within the site boundary but to be excluded from any new development.

Ownership

The Youth Centre is Freehold ownership reference number 1176
 The Makerlab (the little House) is Freehold subject to licence or management agreement. Reference 996. Ham Green is Freehold, reference 1358.

Dimensions

The site is 305m long by 156m wide.



- ① Ham Green (to be excluded from any new development).
- ② Ham Youth Centre (to be demolished and re-provided, continuity of service required throughout).
- ③ Health Centre and Dental Clinic (not in site boundary)
- ④ The Little House / Makerlab (to be demolished and re-provided, continuity of service required throughout).
- ⑤ Shops fronting Ham Street and Garages fronting Ham Green.
- ⑥ Site boundary extended to include this strip of land.

2.2 Site Photos

Ham Close

The Ham Close Estate occupies a large site in the centre of a residential part of Ham. The streets surrounding the estate are suburban residential streets of detached, semi-detached and small terrace houses. The Estate is largely flat and open in nature, it is characterised by the high-rise nature (4-5 stories) of the residential blocks. There is ample green space, trees and space for parking in and around the estate. The photos on this page are looking at the residential blocks and garages within the site boundary.



V1. Looking at Ham Green



V2. Looking at Garages adjacent to Ham Green



V3. Field House



V4. Cavendish and Bentinck House



V5. View of Secrett House and Leyland House



V6. Hornby House Garages



2.2 Site Photos

Youth Centre

The Youth Centre is a purpose built building on the edge of the estate, backing onto Ham Green. The building has a number of cellular rooms arranged around the Sports Hall which is a multi-use space. Storage is an issue as the functions of the building (art, music and sports etc.) require bulky equipment and materials. They use the basement storage for mountain bikes and Duke of Edinburgh equipment. They also have access to four large external storage containers. They have a secure and private garden space called Cally's Garden. The exterior of the building has been decorated in a tiled mural and also appropriated by artwork.



V1. Youth Centre Entrance



V2. Art Room



V3. Music Room



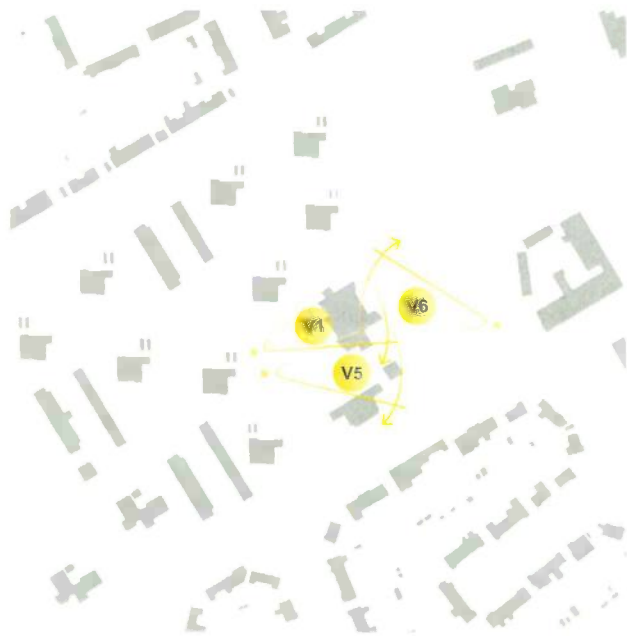
V4. Youth Centre basement storage



V5. Youth Centre external storage containers



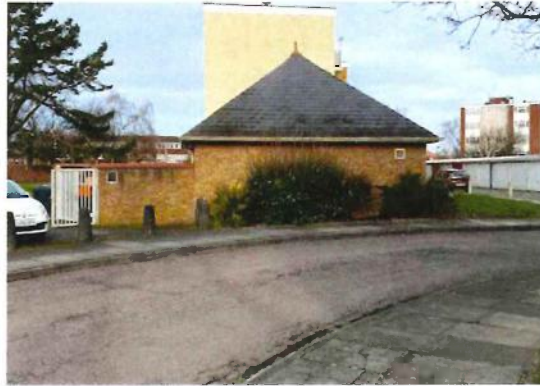
V6. Cally's Garden.



2.2 Site Photos

Richmond MakerLab RML

The building is called the Little House, it is a former caretaker's workshop which has been converted into a Makerlab. Space inside the Makerlab is limited, there is a lot of very specialist and expensive machinery along with tools, equipment and materials. Security is a concern as the machinery is very expensive, consequently the exterior shutters over the doors and windows are permanently down. There is a small walled and gated yard which they use to take deliveries, carry out messy work and some experiments.



V1. Exterior of The Little House



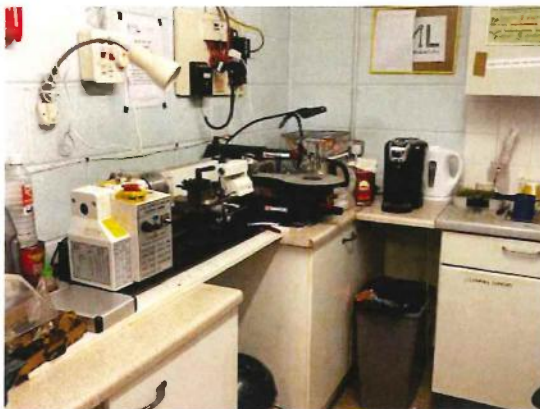
V2. Interior view of the main workshop



V3. CNC machine



V4. 3D printing room



V5. Kitchen converted to metalworking space



V6. Wall yard / external workspace



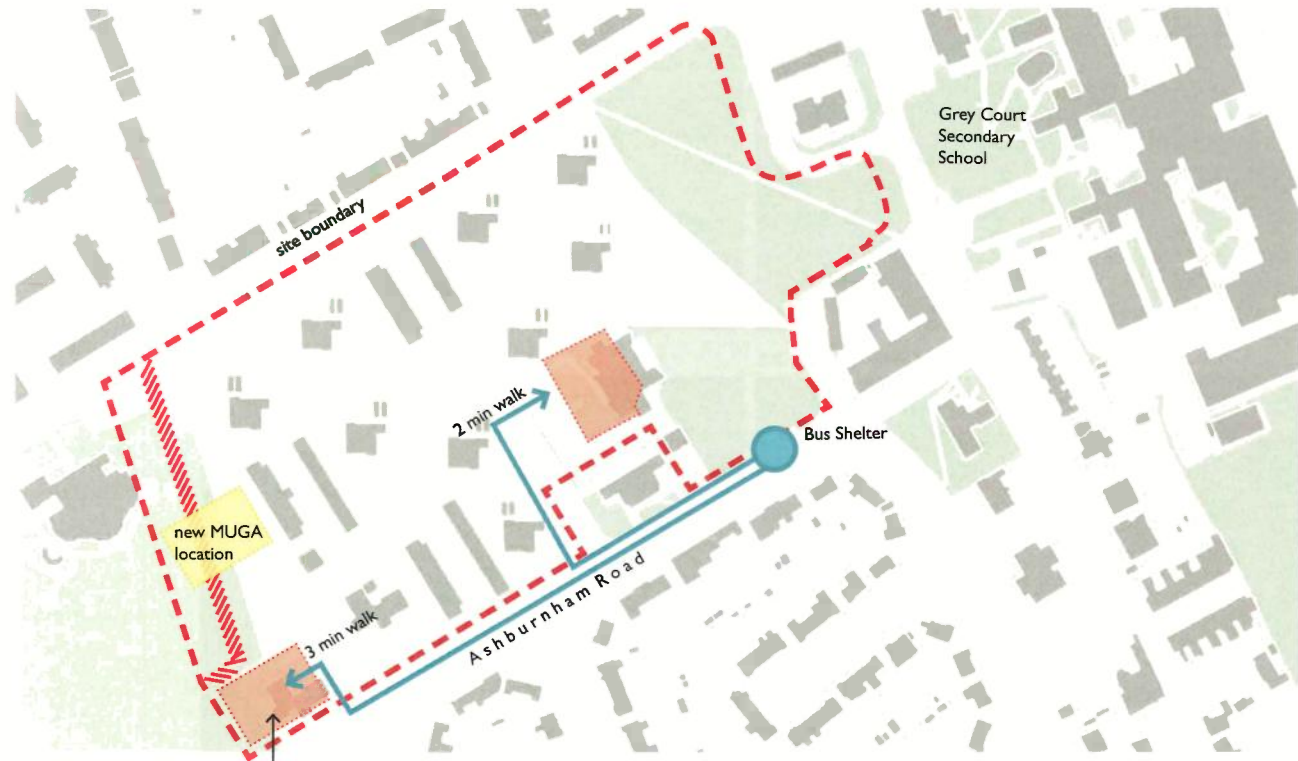
3.0 Siting Considerations

Potential Locations

The Youth Club building's existing location is slightly set-back from the street on Ashburnham Road - it currently enjoys good visibility and presence because it is overlooking Ham Green and therefore the building is easily identified by users/visitors. Equally the new facility should have civic presence as a Youth Centre and should be open and inviting to young people. The building is currently only a two minute walk from the bus shelter, this is an important factor because many of the young people using the building will arrive by public transport.

We have identified another potential location for the new facility in the location where Hatch House currently stands. This location has good street presence and visibility and is still only a three minute walk from the bus shelter on Ashburnham Road, it is also near where the new MUGA is proposed to be located. Ultimately the location of the new facilities will be decided by RHP and will be designed in conjunction with the overall Masterplan for the site. The following factors should be taken into consideration:

- Visibility and street presence
- Distance to public transport
- Access to MUGA and Ham Green
- Security
- Lighting
- Acoustic conditions (ventilation for Makerlab will be noisy)



Hatch House
Potential location for new youth facility

- Pros:**
- good street frontage
 - 3 min walk to bus stop
 - would allow continuity of service in existing building while new facility is being built
 - close proximity to proposed location of new MUGA
- Cons:**
- further away from bus stop than existing building
 - further away from Grey Court School

4.1 Internal Areas

The client has provided a list of rooms and requirements that are essential to the Youth Centre facility and must be re-provided in the new building. The diagram opposite is a visual representation of these rooms and gives approximate areas required.

- 2x small meeting rooms for up to three people (Counselling/ one to one meetings)
- 1x Multi Use indoor sports hall with changing facility, size that can include Basketball court, indoor 5-side football, 3 badminton courts, a climbing wall, parkour climbing frame and indoor archery range (would require archery net) with storage for this room.
- 1x Music rehearsal space and 1 music studio plus storage room for equipment
- Room with ICT function – for group of 10.
- 1 sensory room for TAG.
- Large community lounge/Social area with purpose built kitchen attached
- 1x office/reception space for 6 people
- Large storage space (currently basement)
- Small staff kitchen
- 4 adult toilets
- 1 Accessible WC
- Baby changing facilities/ changing places toilet

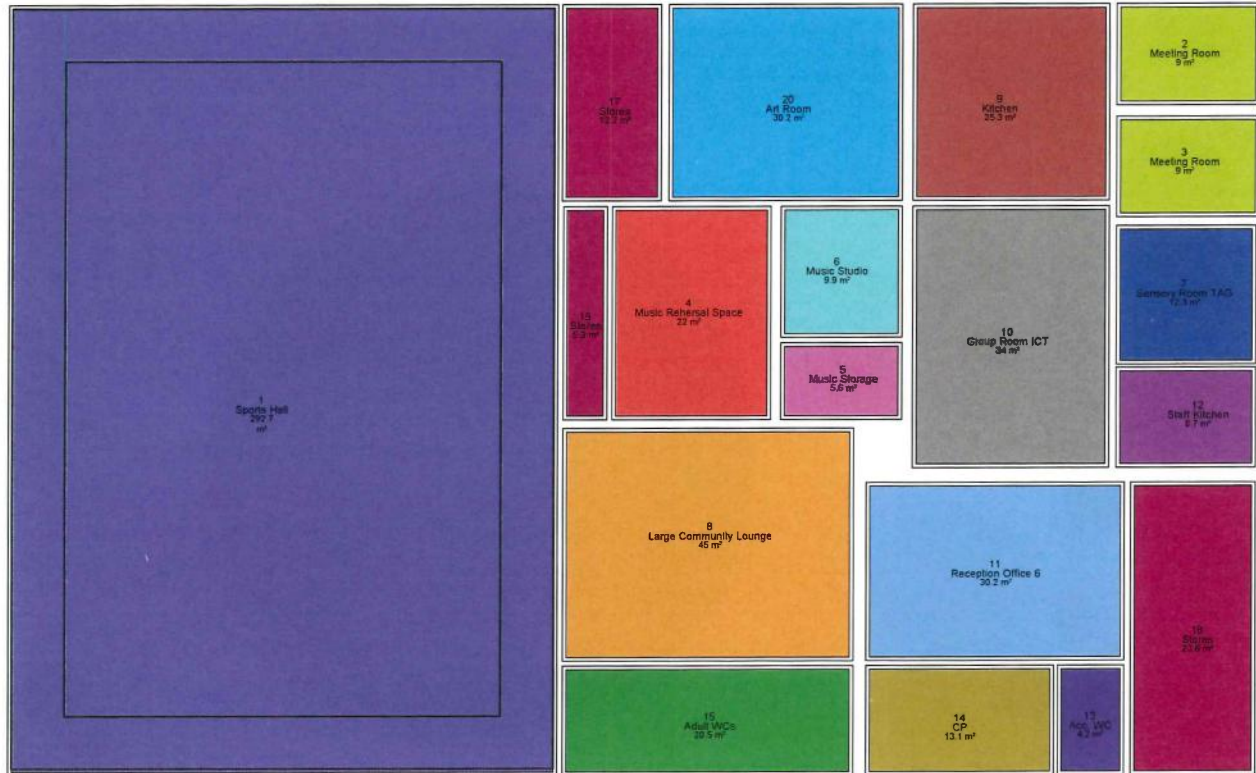
Key resources

- Wi-Fi
- Internal and external CCTV
- Storage spaces for large/small equipment
- Currently 3 containers for storage
- Storage and rooms must all be accessible.

Desirable:

- To have a fully kitted SEN sensory room which could be rented out to provide revenue for the building.
- Worktop and sinks which are height adjustable in the kitchen
- A system which secures the building ie keypad

Note that the Nett Internal Area of these rooms is listed opposite. To achieve the **Gross External Area** (the footprint of the building) the NIA should be multiplied by **1.3** - this allows for ancillary accommodation such as plant and circulation and wall thicknesses.



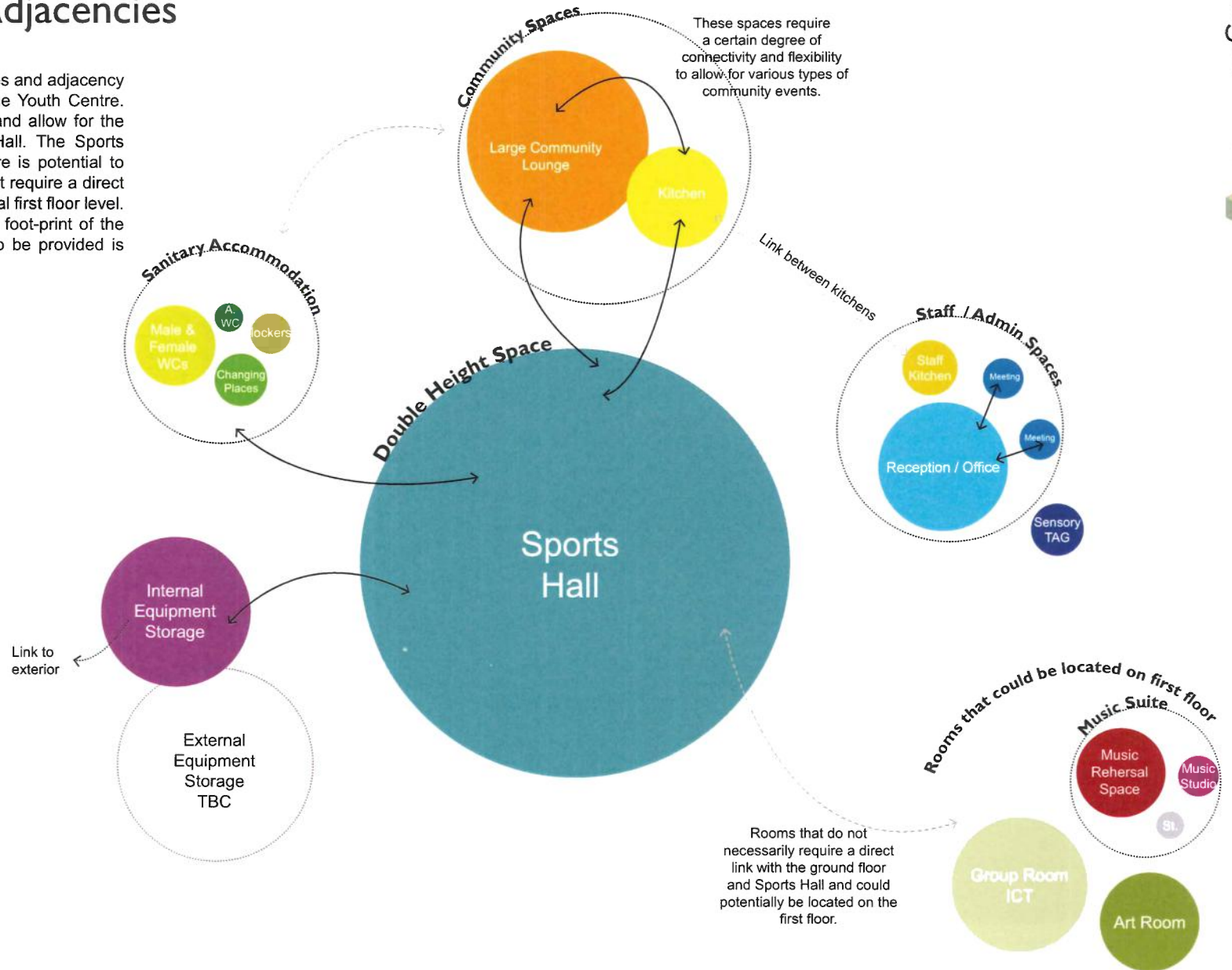
Youth Centre Room Schedule			
Number	Name	Area	Level
1	Sports Hall	292.7 m ²	0. GRD FLR
2	Meeting Room	9 m ²	0. GRD FLR
3	Meeting Room	9 m ²	0. GRD FLR
4	Music Rehearsal Space	22 m ²	0. GRD FLR
5	Music Storage	5.6 m ²	0. GRD FLR
6	Music Studio	9.9 m ²	0. GRD FLR
7	Sensory Room TAG	12.3 m ²	0. GRD FLR
8	Large Community Lounge	45 m ²	0. GRD FLR
9	Kitchen	25.3 m ²	0. GRD FLR
10	Group Room ICT	34 m ²	0. GRD FLR
11	Reception Office 6	30.2 m ²	0. GRD FLR
12	Staff Kitchen	8.7 m ²	0. GRD FLR
13	Acc. WC	4.2 m ²	0. GRD FLR
14	CP	13.1 m ²	0. GRD FLR
15	Adult WCs	20.5 m ²	0. GRD FLR
17	Stores	12.2 m ²	0. GRD FLR
18	Stores	23.6 m ²	0. GRD FLR
19	Stores	5.3 m ²	0. GRD FLR
20	Art Room	30.2 m ²	0. GRD FLR

INTERNAL AREA CALCULATION

NIA	612.7	sqm
	<u>x 1.3</u>	(multiplication factor to obtain GEA)
GEA	796.5sqm	(plus external spaces)

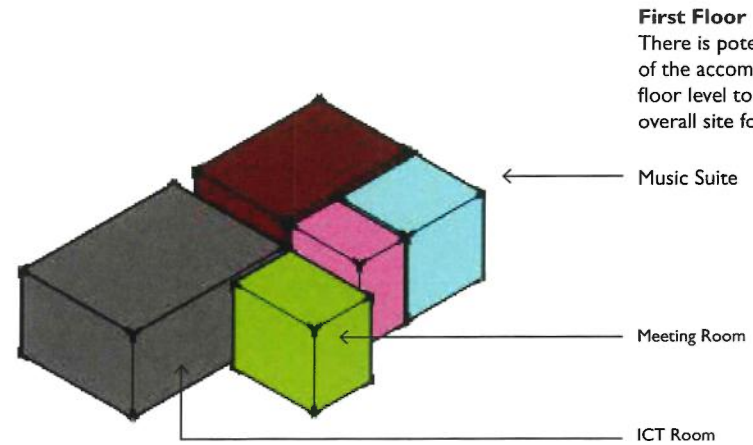
4.2 Youth Centre Adjacencies

The diagram on the right shows the linkages and adjacency required amongst the various rooms in the Youth Centre. The rooms are grouped by type/function and allow for the connection required to/from the Sports Hall. The Sports Hall is required to be double height. There is potential to stack some of the room types, which do not require a direct connection with the sports-hall on a potential first floor level. This would help to reduce the overall site foot-print of the building. The extent of external storage to be provided is TBC at present.



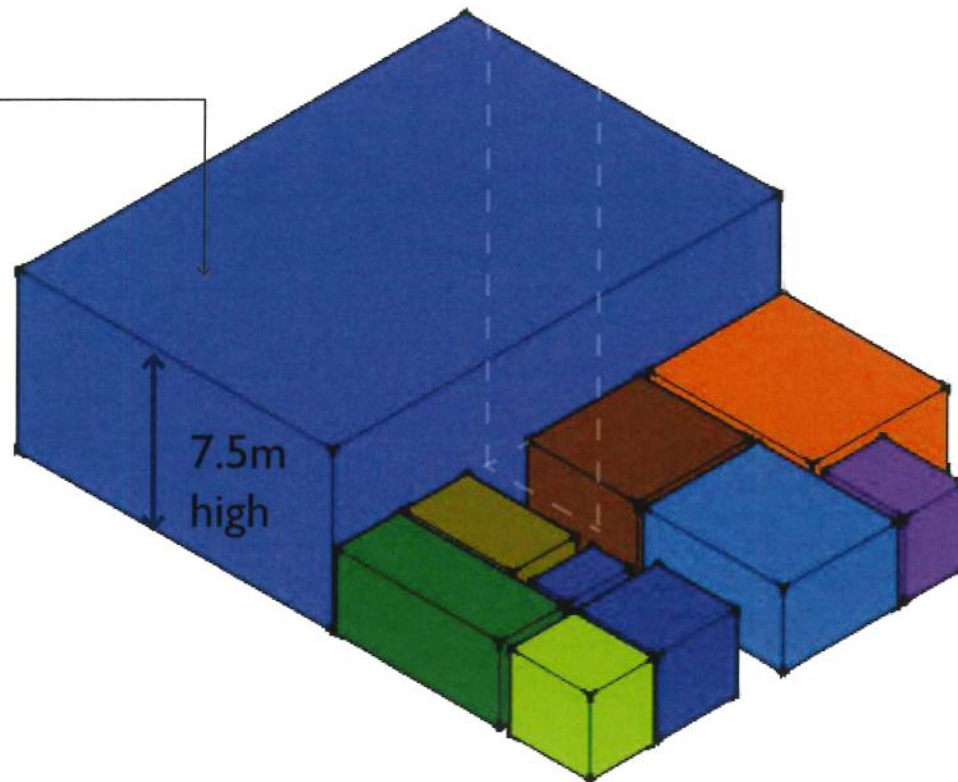
4.3 Axonometric Diagram

The diagram on the right demonstrates a potential arrangement of the rooms of the Youth Centre - taking into account the requirement for additional ceiling height over the Sport's Hall. Note that if first floor accommodation is provided then an adequately sized lift will be required to enable accessibility for all users.



First Floor
There is potential to stack some of the accommodation into a first floor level to reduce the building's overall site footprint.

Double-height Sports Hall
Sports England guidance stipulates that the Sports Hall should be 7.5m high. This means that the Sports Hall would effectively be double-height or two building storeys.

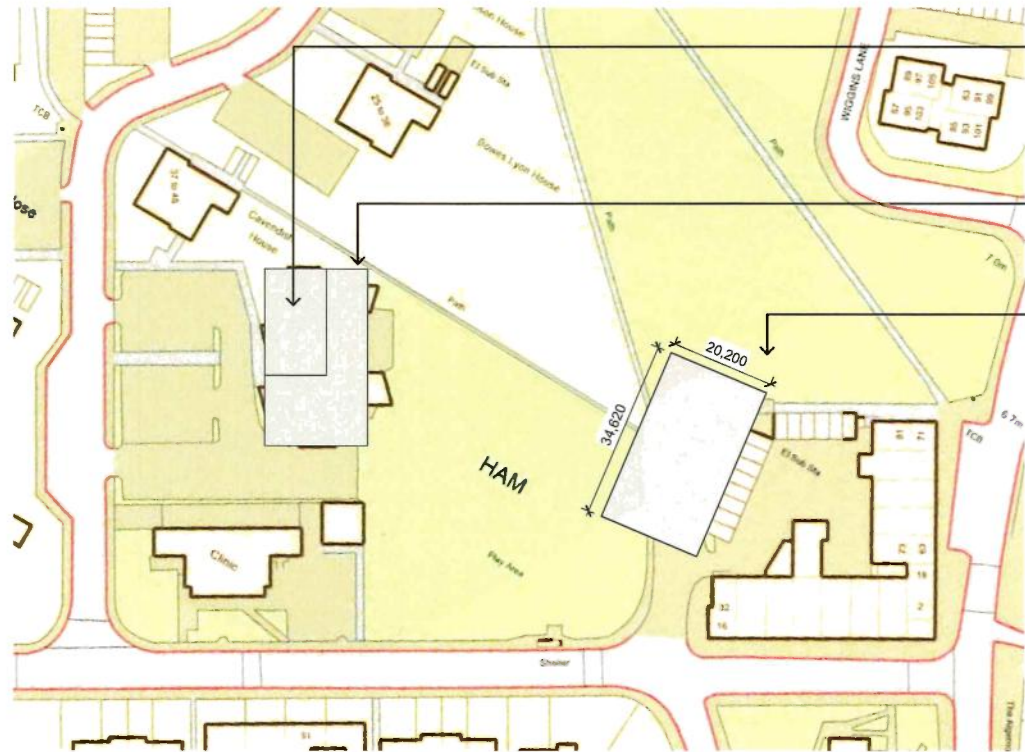
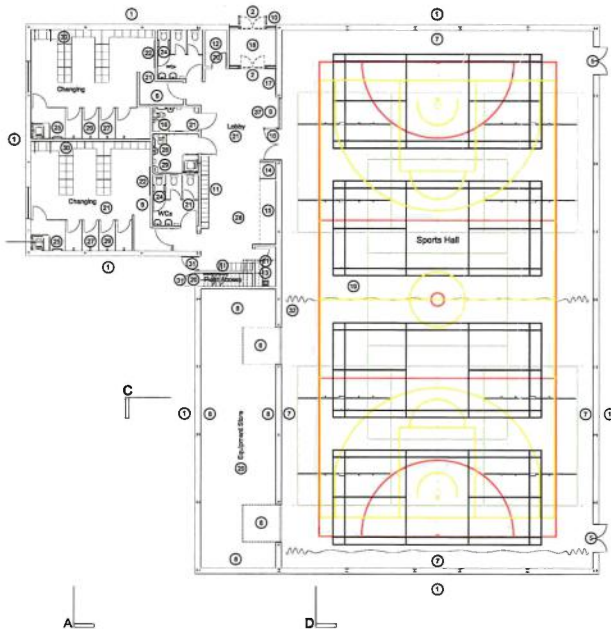


4.4 Sport's Hall Size

If we are to follow the Sport's England recommended sizes for community level courts/pitches then the new Sport's Hall would need to be significantly larger than the existing Sport's Hall. Below is a plan depicting a typical Sports England Community Level 4- court facility with changing. The recommended Sports Hall dimensions are :

34.5 x 20.0 x 7.5 m (for a 4-court layout)

Right: The dimensions of the Sport's England 4-court layout is superimposed onto the site in two locations: in-front of the garages and also onto the existing building. It is apparent from this exercise that the new court is much larger than the existing building and is too large to be feasibly provided. The current proposals therefore propose a Sport's Hall 60% of the preferred Sports England size. This is still larger than the existing Sports Hall.



new hall to be 60% of Sports England recommended size

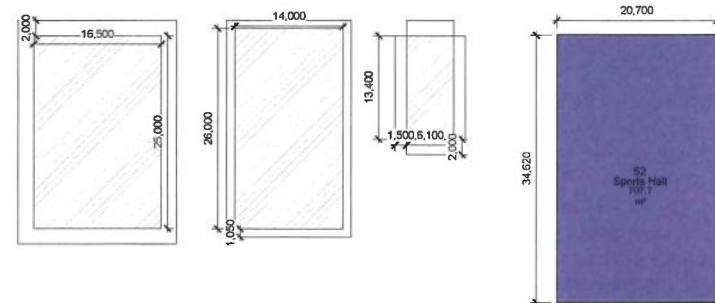
Sports England recommended 4-court dimensions overlaid onto existing building

Sports England recommended 4-court dimensions overlaid onto potential site.

Above: site plan with 5-a-side football pitch overlaid.

Right: Sports England Community level 5-a-side, basketball and badminton courts showing Principal Playing area (hatched) with run-offs.

Left: Sports England example of a 4-court facility with changing. Note not to scale.



Recommended Size of Sports Hall to comply with Sports England guidance

4.5 External Areas

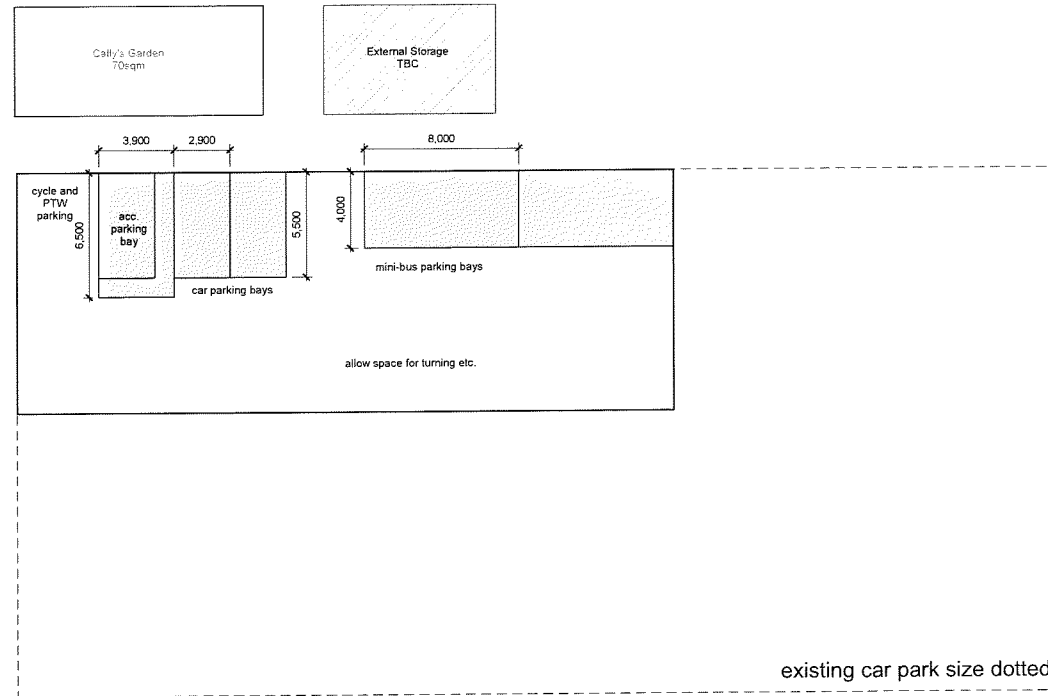
The diagram opposite shows the existing amount of external car parking space (dotted) along with the new requirement for the facility. The new requirement is as follows:

- 1 no. accessible parking bay
- 2 no. car parking bays
- 2 no mini-bus parking bays

along with:

- adequate turning and drop-off space
- cycle parking
- Powered Two Wheeler parking PTW
- Cally's Garden
- external storage requirement TBC at present

Note that the diagram opposite is an indicative layout only to demonstrate the potential size of the new parking facilities. The new car-parking is to be designed by the developer in conjunction with the new buildings and site masterplan.

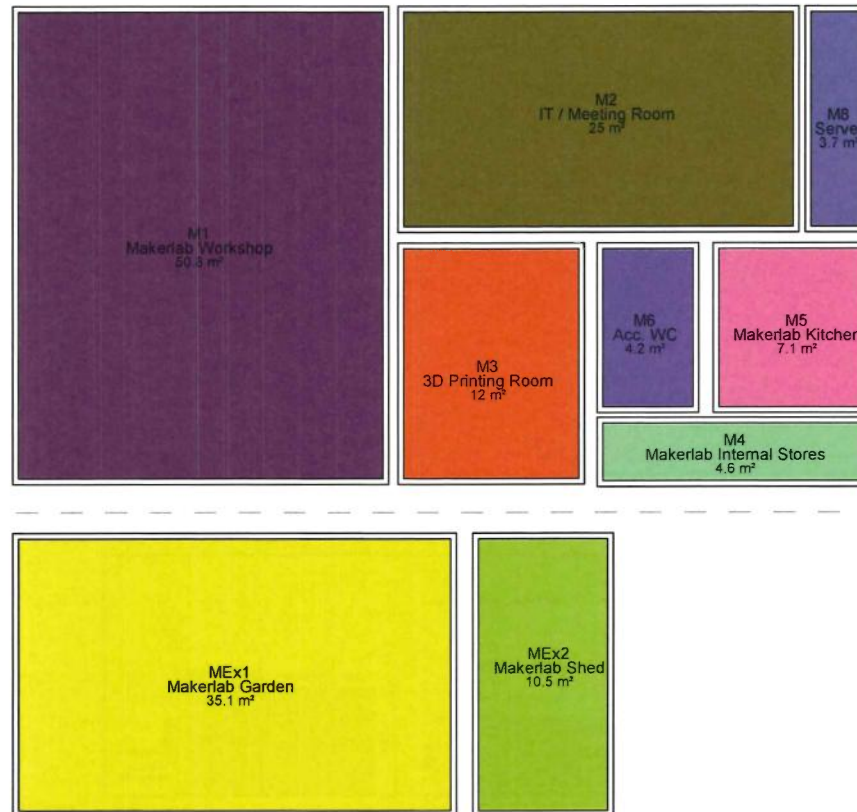


5.1 Internal and External Areas

The client has provided a list of rooms and requirements that are essential to the Makerlab facility and must be re-provided in the new building. The diagram opposite depicts the existing amount of internal and external space to be re-provided.

- Access to meeting room for HUG (15-20 people)
- Space for RML (match existing – ideally double)
- Access to loo / kitchenette
- Electricity supply / adequate ventilation / and other requirement of machinery used
- Ground floor storage (match existing – ideally more)
- Building access 8am-12am (ideally 24hr)
- Separate access to equipment.

Note that at present the Makerlab is in a separate stand-alone building from the Youth Centre. The two facilities could be combined into one building provided the requirements for acoustic separation, ventilation, security and access could be met.



Makerlab Room Schedule			
Number	Name	Area	Level
M1	Makerlab Workshop	50.8 m ²	0. GRD FLR
M2	IT / Meeting Room	25 m ²	0. GRD FLR
M3	3D Printing Room	12 m ²	0. GRD FLR
M4	Makerlab Internal Stores	4.6 m ²	0. GRD FLR
M5	Makerlab Kitchen	7.1 m ²	0. GRD FLR
M6	Acc. WC	4.2 m ²	0. GRD FLR
M8	Server	3.7 m ²	0. GRD FLR
MEx1	Makerlab Garden	35.1 m ²	0. GRD FLR
MEx2	Makerlab Shed	10.5 m ²	0. GRD FLR

INTERNAL AREA CALCULATION

NIA 107.4sqm
 x 1.3 (multiplication factor to obtain GEA)
GEA 139.6sqm (plus external spaces)

5.2 RML Adjacencies

The Richmond MakerLab RML has a very particular set of usage requirements. The space must accommodate the following functions: woodworking, metalworking, electronics, IT / Tech, 3D Printing, amongst others. Due to the very technical nature of these functions the space must contain a lot of expensive machinery with specific requirements. It is not possible to pack-up/clear away the machinery at the end of the session. The activities have been divided into three categories, clean, dirty and noisy. There is a requirement to separate these activities into separate rooms with a certain degree of passive supervision between the rooms. The users of the space require a lot of easy access storage of tools, equipment and materials along the walls above the work-benches.



6.0 Summary

The report has outlined the architectural requirements for the new buildings which are to be provided in conjunction with the re-development of the Ham Close site. The purpose of this document is to gain an understanding of the Youth Centre and Makerlab requirements in order to inform a comprehensive brief. The new buildings are subject to further design and specification, proposals at this stage are indicative only.

The table on the right gives a summary of the areas provided in this document. Note that the exact site area required for parking and drop off is not currently confirmed as this is subject to further design and confirmation.

Summary Of Areas in sqm					
	NIA (Nett Internal Area)	GEA Gross External Area(NIA *1.3)	External Garden Space	External Storage Space	Parking (areas given TBC)
Youth Centre	612.3	796.5	70	50	350
Makerlab	107.4	139.6	35.1	10.5	
Totals	719.7	936.1	105.1	60.5	350
Total of GEA + Garden Space+Storage+Parking					1451.7

Appendix 6

Deed of Adherence

The form set out in Appendix 3 of the Agreement for Sale

Appendix 7

Development Partner scope

- 1 Submit or procure the submission of the Planning Application to the LPA and will be responsible for obtaining Planning Permission and full compliance with all the conditions contained within any Planning Permission and for the avoidance of doubt all financial obligations;
- 2 Comply, or procure compliance, with all Works Agreements required by the LPA and/or other statutory bodies, including for the avoidance of doubt all financial obligations under such Works Agreements;
- 3 The Development Partner shall take full development risk for the Project to include any covenants, environmental risk and any existing telecoms presence;
- 4 The Development Partner shall enter into documentation with the Council, whether by way of Planning Agreement or otherwise, and in a form approved by RHP and the Development Partner (acting reasonably) that shall restrict the occupation of the Final Market Units (meaning the last 20 Dwellings to be constructed on the Site for sale on the open market and not being Affordable Housing) to be developed as part of the Project until the Community Facilities are Practically Complete and handed over to the Council.

Appendix 8
Grant Funding Terms



dated

2020

**The Mayor and Burgesses of the London Borough of
Richmond upon Thames**

and

Richmond Housing Partnership

Affordable Housing Development Delivery Agreement

Affordable Housing Development Delivery Agreement

dated

Parties

- (1) **The Mayor and Burgesses of the London Borough of Richmond upon Thames** of 44 York Street Richmond upon Thames Surrey TW1 3BZ (the **Council**); and
- (2) **Richmond Housing Partnership Limited** (a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014) (30939R) whose registered office is at 8 Waldegrave Road, Teddington TW11 8GT (**RHP**).

Introduction

- (A) The housing stock formerly owned by the Council was transferred to RHP in 2000, this being governed by a Transfer Agreement dated 17th July 2000.
- (B) The Transfer Agreement, Disposals Clawback Agreement and Trust Account Deed set out details of the arrangements for transfer and use of monies received by RHP from the disposal of homes since the transfer date.
- (C) RHP and the Council will work together in partnership to further the delivery of Affordable Housing within the Borough.
- (D) The objective of RHP and the Council through this Agreement is to apply monies from disposals and other resources available to the respective partners, towards furthering the development of Affordable Housing to meet the Borough's priority housing needs and elsewhere.
- (E) The Council has agreed to provide funding to RHP, both by releasing their share of funds (Account Proceeds) from the Trust Bank Account and also through the use of Capital Grant to facilitate the delivery of certain Affordable Housing projects subject to and in accordance with the terms of this Agreement.
- (F) This agreement will enable RHP to deliver additional homes beyond those already proposed, either through pursuing schemes otherwise unviable, or by being able to deliver additional homes or a different tenure balance on proposed schemes.
- (G) RHP has agreed to pursue all opportunities practically and financially available to them for the prioritisation of delivery of additional Affordable Housing within the Borough, to apply funding from its reserves and borrowing to that end and to increase the level of Notional Internal Subsidy applied to schemes within the Borough.

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:

Account Proceeds means the Council's proportion of the funds held in the Trust Bank Account being fifty per centum (50%) of the Trust Money (as defined in the Trust Account Deed);

Adverse Funding Event means the effect of any event or circumstance which is reasonably likely to affect the ability of the council to make available Project Grant to RHP;

Affordable Housing has the meaning given to it in Schedule 1 of the Trust Account Deed;

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;

Agreed Funding Date means the date on which the parties agree in writing that Project Grant may be applied towards Pre-Development Costs;

Agreed Purposes means the tenures for which each of the DDA Dwellings is to be used as such tenures are described in the Project Details;

Agreement means this Agreement (including its Schedules and Annexures);

Allocations Strategy means [];

Benchmark Rent Level means the rent levels set out below as the same are uprated and increased for each successive Financial Year as published by the Greater London Authority, or such other rent levels as the parties may agree from time to time:

Number of bedrooms	2021/2022 Benchmark Rent Level (weekly rent, exclusive of service charges)
Bedsit and one bedroom	£161.71
Two bedrooms	£171.20
Three bedrooms	£180.72
Four bedrooms	£190.23
Five bedrooms	£199.73
Six or more bedrooms	£209.24

Borough means the London Borough of Richmond upon Thames;

Building Contract means a contract entered into between RHP and a Building Contractor relating to the construction and development and/or Rehabilitation of a Project;

Building Contractor means any building contractor or developer appointed or to be appointed by RHP in respect of a Project;

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

Capital Grant means grant funding provided by the Council from its Housing Capital Programme towards the provision of Affordable Housing in addition to that funded from the Account Proceeds;

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

Confidential Information means in respect of the Council all information relating to the Council's business and affairs, its employees, suppliers systems, data and software programs and otherwise relating to the existence or terms of this Agreement in respect of which RHP becomes aware in its capacity as a party to this Agreement or which is received by RHP in relation to this Agreement from either the Council or any of its advisers or from any third party if the information was obtained by that third party directly or indirectly from the Council or any of its advisers in whatever form in either case (including information given orally and any document electronic file or other means of recording or representing information which includes derives or is copied from such information) and in the case of RHP means such specific information as RHP shall have identified to the Council in writing prior to the date hereof as confidential information for the purposes of this Agreement;

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

Council means the London Borough of Richmond upon Thames;

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;

Data Controller has the meaning ascribed to it in the GDPR;

DDA Benchmark Grant Rates means:

- (a) the sum of £70,000 per SR Dwelling let or to be let at or below Social Rent Levels;
- (b) the sum of £30,000 per LAR Dwelling let or to be let at or below Benchmark Rent Levels;
- (c) the sum of £26,250 per LLR Dwelling;
- (d) the sum of £26,250 per SO Dwelling,

DDA Disposal means, other than a Permitted Disposal, a transaction the effect of which is that the legal or beneficial title in any DDA Dwelling or property comprised in a Project on which any DDA Dwellings 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 or in the case of an SO Dwelling where the leaseholder has staircased to 100%;

DDA Dwelling means a house, flat or maisonette which was developed with the benefit of Project Grant payable under this Agreement and in relation to each relevant Project as more particularly described in the relevant Project Details;

DDA Housing means housing provided by RHP pursuant to this Agreement that will be made available:

- (a) on Shared Ownership Lease terms;

- (b) at a London Living Rent;
- (c) at a Social Rent or London Affordable Rent; or
- (d) as such other form of Affordable Housing agreed between the parties from time to time,

in accordance with the terms of this Agreement;

DDA Programme has the meaning attributed to it in clause 14.1 ;

Development Costs means the costs relating to Site acquisition and Works in relation to a Project incurred or to be incurred by RHP in respect of any Project;

Direction means a direction to the Regulator in relation to rent given by the Secretary of State from time to time pursuant to Section 197 of the HRA 2008;

Disposals Clawback Agreement means the sixteenth schedule to the Transfer Agreement;

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;

Final Claim Stage means the date at which the relevant Project reaches Practical Completion or such alternative date agreed by the Council;

Final Tranche Grant means such sum as is equivalent to fifty per centum (50%) of the Project Grant or such other percentage agreed by the Council as set out in the Project Details;

Financial Appraisal means the appraisal carried out by RHP using SDS ProVal or similar to establish the forecast financial performance of a project;

Financial Hurdles means the requirements for a scheme to be approved by the RHP Board, which include (but not limited to) financial, requirements;

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 Claim Stage means in relation to a Project

- (a) with respect to a claim for Pre-Development Costs, the Agreed Funding Date and the criteria at 5.2.2 are satisfied; or
- (a) for any other claim, the date at which the relevant Project reaches Start on Site Date or such alternative date agreed by the Council;

First Tranche Grant means such sum as is equivalent to fifty per centum (50%) of the Project Grant or such other percentage agreed by the Council as set out in the Project Details;

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 Exemption means any applicable exemption to FOIA;

GDPR means the General Data Protection Regulations 2018;

GLA Grant Funding means any capital grant received by RHP from the Greater London Authority towards the Project;

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 Council or RHP (as appropriate) at the time of receipt of an RFI; and
- (b) EIR, given under the definition of environmental information in Regulation 2 of the EIR and which is held by the Council or RHP (as appropriate) at the time of receipt of an RFI;

Information Commissioner has the meaning set out in Section [] of the GDPR;

Intellectual Property Rights shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, 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;

Intermediate Housing has the meaning given to it Schedule 1 of the Trust Account Deed;

Intermediate Housing Policy means the Intermediate Housing Policy Statement as found on the Council's website at '[Intermediate Housing Policy Statement 2018](#)' (as the same may be amended, updated or replaced from time to time);

Land Acquisition Date means the date upon which RHP acquires or acquired a Secure Legal Interest in the Site ;

LAR Dwelling means a DDA Dwelling let or to be let at a London Affordable Rent to individuals in housing need;

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

Legislation means:

- (a) any Act of Parliament;
- (b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative;
- (d) any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972;
in each case in the United Kingdom; and
- (e) any regulations, orders, bye-laws or codes of practice of any local or statutory or EU Competent Authority or United Kingdom Competent Authority (as the case may be) having jurisdiction over the territory in which the Project is situated;

LLR Dwelling means a DDA Dwelling let or to be let at a London Living Rent;

LLR Rent Level means a rent which does not exceed the rent level published by GLA at www.london.gov.uk/londonlivingrent as adjusted by GLA from time to time or such other rent level as agreed between the parties from time to time;

LLR Tenant means an individual who fulfils the criteria for an occupant of an LLR Dwelling set out in the Affordable Housing Capital Funding Guide or such other criteria as the parties may agree from time to time;

London Affordable Rent means a weekly rent which does not exceed the Benchmark Rent Level (exclusive of service charges) for an equivalent property of the relevant size and number of bedrooms such rent to be assessed and set in accordance with the applicable requirements of the Affordable Housing Capital Funding Guide, Legislation, the Rent Standard and any other relevant guidance issued by the Regulator (as any of the same may be amended, replaced or updated from time to time);

London Living Rent means a rent which does not exceed the LLR Rent Level (inclusive of service charges) for an equivalent property of the relevant size and number of bedrooms in the relevant Ward and which is set in accordance with the applicable requirements of Legislation and the Affordable Housing Capital Funding Guide and any other relevant guidance issued by the Regulator (as any of the same may be amended replaced or updated from time to time);

Match Funding has the meaning given to it in clause 7.6;

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

Milestone means the Start on Site and/or the Practical Completion stages of a Project as agreed by the parties;

Milestone Date means the date agreed by the Council by which the relevant Milestone must have been achieved (as the same may be extended by the Council);

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 RHP 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 Project by restricting the availability or use of labour which is essential to the proper carrying out of such Works or preventing RHP 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 official or unofficial strike, lockout, go-slow or 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 RHP's compliance with a Milestone Date and which did not result from RHP's failure effectively to manage the Building Contract; or
- (m) any impediment, prevention or default, whether by act or omission by the Council except to the extent caused or contributed to by any default, whether by act or omission, of RHP,

unless:

- A any of the events arise (directly or indirectly) as a result of any wilful or negligent default or wilful or negligent act of RHP or, save in respect of the event referred to in (k) above, any of its Subcontractors of any tier; or
- B in respect of the event referred to in (f) above, such event arises as a result of any failure by RHP (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 RHP to complete the Project by the Project Completion Date;

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

NHBC means the National House-Building Council;

Nil Grant Unit means a house, flat or maisonette delivered by RHP in respect of which RHP did not seek Project Grant;

Nominations Agreement means an agreement between RHP and the Council for each DDA dwelling/scheme in the form attached as Schedule 2 to this agreement or any other form of agreement agreed between both parties;

Notional Internal Subsidy means the amount of RHP Funding assumed in a Financial Appraisal as internal subsidy to support financial viability;

Open Book means the full and transparent disclosure and declaration of all information which RHP is required to maintain, keep or disclose under this agreement including all price components, including profit margins, central office overheads, Site work and services, apportionments of such items together with all and any books of accounts together with such information as the Council requires to monitor compliance.

Permitted Disposal means any of the following:

- (a) the grant of a tenancy in respect of an SR Dwelling, LAR Dwelling or a LLR Dwelling;
- (b) the grant of a Shared Ownership Lease but shall not include 100% staircasing which shall not be a Permitted Disposal;
- (c) a disposal to a statutory undertaker for the purposes of the supply or transmission (whether exclusively or otherwise) of statutory services to the Site;
- (d) a disposal pursuant to or required by a planning obligation within the meaning of s106 or s299A of the TCPA in connection with the Project;
- (e) a disposal to a highway authority for the purposes of or in connection with the adoption of roads, footpaths or cycleways on the Site;
- (f) the grant of any mortgage or charge;

- (g) the grant of an easement; or
- (h) the disposal of a Nil Grant Unit.

Personal Data has the meaning ascribed to it in the GDPR;

Planning Performance Agreement means an agreement entered into between the Council (in its capacity as the local planning authority), RHP and, where relevant, associated stakeholders in relation to the project management of a planning application;

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

Pre-Development Costs means cost of activities which will facilitate and/or enable the acquisition of a Site;

Process has the meaning ascribed to it in the GDPR;

Procurement Law means (as the case may be):

- (a) prior to the date on which the United Kingdom ceases to be a Member State of the European Union all applicable United Kingdom and European Union procurement Legislation and any implementing measures including European Union Directives 2014/23/EU (on the award of concession contracts) and 2014/24/EU (on Public Procurement); the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 insofar as the same are applicable; and
- (b) on or after the date the United Kingdom ceases to be a Member State of the European Union 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 RHP in connection with a Project;

Prohibited Act means:

(a) offering, giving or agreeing to give to any servant of the Council any

gift or consideration of any kind as an inducement or reward:

(a) 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 Council relative to this Agreement in connection with which commission has been paid or has been agreed to be paid by RHP 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 Council;

(c) committing any offence:

i under Legislation creating offences in respect of fraudulent acts;

Official

ii at common law in respect of fraudulent acts in relation to this Agreement; or

iii under the Bribery Act 2010;

(d) defrauding or attempting to defraud or conspiring to defraud the Council, the GLA or the Regulator.

Project means each project for the development of DDA Dwellings as has been fully detailed and accepted by the Council as a Project as at the date hereof;

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

Project Delivery Timetable means the timetable for the acquisition, construction, development (and/or Rehabilitation) and delivery of each Project as agreed between the Council and RHP and set out in the Project Details;

Project Details means the descriptive and other details in respect of each Project as accepted by the Council (as the same may be varied from time to time in accordance with the terms of this Agreement) and appended to this Agreement pursuant to the process described in Schedule 1;

Project Grant means the amount of grant payable by the Council in respect of a Project as set out in the relevant Project Details, comprising (a) Account Proceeds and/or (b) Capital Grant, and explicitly not including any GLA Grant Funding;

Public Sector Subsidy means all funding or subsidy in relation to a Project in money or money's worth (including the Project Grant) received or receivable by RHP from public sector bodies including for this purpose funding from the Greater London Authority, 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 from the Council not provided under this Agreement;

Purchase Point means the date upon which a SO Dwelling is sold to its first purchaser or in relation to a LLR Dwelling a date which is not earlier than ten years after the point at which such LLR Dwelling first becomes available for letting;

Quarter means the period between each Quarter Date;

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

Regulator means the Regulator of Social Housing or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

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

Rehabilitated or Rehabilitation or Rehabilitating means the repair, refurbishment and/or conversion of a dwelling to bring it to a standard which meets the description of Affordable Housing;

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 Project or perform RHP's obligations under this Agreement;

Rent Standard means any standard set by the Regulator (including any associated explanatory notes or guidance from time to time under Section 194 of the HRA 2008 pursuant to any then applicable Direction);

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

RHP Appraisal Assumptions means the standard financial assumptions which underpin a scheme financial appraisal, as approved annually by the RHP Group Investment Committee the form of such appraisal being attached at Annex 1;

RHP Business Plan means the business plan prepared by RHP setting out its strategic goals over a five year period of which the DDA programme forms part.

RHP Funding means the financial contribution to a project provided by RHP in the form of reserves and/or borrowing;

RIDDOR means Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995;

Secure Legal Interest means RHP has in respect of the Site one of the following:

- (a) freehold title registered with title absolute;
- (b) leasehold title registered with title absolute where the lease has at least:
 - i 60 years unexpired duration; or
 - ii in the case of any Project comprising SO Dwellings or LLR Dwellings, 99 years unexpired duration from the projected Purchase Point;
- (c) either:
 - i freehold title registered with possessory title; or
 - ii leasehold title registered with good leasehold title where the lease has at least:
 - A 60 years unexpired duration; or
 - B in the case of any Project comprising SO Dwellings or LLR Dwellings, 99 years unexpired duration from the projected Purchase Point

and, in each case defective title indemnity insurance in favour of RHP with a limit of indemnity to at least the Total Project Grant for that Site; or
- (d) a binding contract with the owner of the legal and beneficial interest in the Site to secure one of the interests in limbs (a) to (c) and that securing that interest is conditional only upon the achievement of planning permission for the Site or matters that are within the direct and unilateral control of RHP;

Shared Ownership Lease means a shared ownership lease that meets:

- (a) the conditions (except conditions (d) and (g)) specified in or under Section 5A(2) of the Rent Act 1977; and
- (b) any applicable requirements of the Affordable Housing Capital Funding Guide;

Site means the site identified to the Council as being the area of land, buildings or dwelling-houses comprised or to be comprised in a Project;

Social Rent means a rent calculated using the formula and data set out in the Ministry of Housing, Communities and Local Government's Policy Statement on Rents for Social Housing from 1 April 2020 and in the Regulator of Social Housing's Regulatory Framework

for Social Housing (including the Rent Standard 2020) for local authorities and private Registered Providers.);

SO Dwelling means a DDA Dwelling disposed of or to be disposed of on Shared Ownership Lease terms;

SR Dwelling means a DDA Dwelling let or to be let at a Social Rent to individuals in housing need

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

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

Start on Site Date means the date identified on which Start on Site is to have occurred;

Start on Site Works means any work of construction or demolition in relation to any dwelling including:

- (a) the digging of a trench which is to contain the foundations, or part of the foundations, of such dwelling;
- (b) the laying of any underground main or pipe to the foundations, or part of the foundations, of such dwelling or to any such trench as per (a) above;
- (c) any operation in the course of laying out or constructing a road or part of a road; or
- (d) such works of demolition or service diversion as are set out in section 2 of the Affordable Housing Capital Funding Guide;

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

TCPA means the Town and Country Planning Act 1990;

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

Tenancy Strategy means the Council's Tenancy Strategy as found on the Council's website at [Tenancy Strategy June 2019](#).

Total Project Costs means those costs incurred by RHP shared on an Open Book basis with the Council in providing the DDA Housing as follows:

- (a) the Development Costs;
- (b) all other direct costs of providing the DDA Housing; and/or

- (c) a proper proportion of costs (including for common infrastructure) if these are shared between DDA Housing and other construction on Sites where the DDA Housing is situated;

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

Transfer Agreement means the agreement entered into between the Council and RHP on 17th July 2000;

Trust Account Deed means the deed entered into between the Council and RHP originally dated 18th October 2011 as amended and restated pursuant to an Amendment and Restatement Agreement dated on or about the time of this Agreement;

Trust Bank Account means the account into which disposal proceeds are paid in accordance with provisions set out in the Trust Account Deed;

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

Ward means each of the electoral wards in London in respect of which GLA will determine the LLR Rent Level;

Works means in relation to each Project all of the works (including the Start on Site Works, the design, infrastructure works and all other works necessary for obtaining access to the DDA Dwellings) to be undertaken in order to ensure that the DDA Dwellings are constructed, developed and/or Rehabilitated in accordance with the 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, section heading or annexure is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, section heading or annexure 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 paragraph in a schedule or annexure shall be construed as reference to a paragraph in that particular schedule.
- 1.2.11 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.12 In any case where the consent or approval of the Council (or any officer of the Council) is required or a notice is to be given by the Council, 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 Council by notice in writing to RHP.
- 1.2.13 An obligation to do anything includes an obligation to procure its being done.
- 1.2.14 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.15 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.
- 1.2.16 The terms "Site" and "Project" include each and every part of it.
- 1.2.17 Save where a contrary intention is shown, any reference to the Council or RHP acting reasonably shall be interpreted as requiring the Council or RHP to act in a commercially reasonable manner.
- 1.2.18 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.19 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 Council shall, unless otherwise expressly stated in this Agreement or agreed in writing by the Council, relieve RHP 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 Council 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.
- 1.2.20 The terms "Capital Grant", "Project Grant" and "Account Proceeds" shall (unless the context precludes such interpretation) include every Tranche thereof.

2 **Purpose**

- 2.1 This agreement is created with the purpose of the parties working together to increase the delivery of Affordable Housing and improve the quality of existing stock within the borough.
- 2.2 The parties will work proactively to investigate and pursue opportunities for land and property acquisition within the Borough and exceptionally elsewhere, and to achieve additionality in schemes led by third party developers to meet the Council's priorities and

targets set, subject to meeting agreed viability, capacity and value for money requirements.

2.3 The parties will use the proceeds from the Trust Account to maximise opportunities for providing Affordable Housing stock to meet the Council's priorities. This might include supporting regeneration initiatives where additionality can be achieved.

2.4 The Council has agreed that:

2.4.1 the parties will authorise the use of the Account Proceeds; and/or

2.4.2 the Council will make Capital Grant available to RHP (subject to funding from the Council being available),

where this meets the parties' joint objectives, which is to increase and improve Affordable Housing supply in accordance with the terms and conditions of this Agreement.

2.5 This Agreement, alongside the Trust Account Deed specifies priorities for use of funding and investment available to RHP.

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

3 **Headline commitment and outputs**

3.1 This Agreement is a unique opportunity for the parties to demonstrate how collaborative working and a more strategic approach to investment can deliver affordable homes in a high value, high demand borough.

3.2 The aspiration of the parties is to see a development programme led by RHP delivering a minimum of 180 affordable homes starting on site during the course of the RHP Business Plan. This Agreement provides clarity and the facility for RHP to contribute significantly towards such aspirations.

3.3 Projects could on occasion and with the approval of the Council include development and/or acquisition of properties outside the Borough in cheaper areas which provide a realistic option for the Council's 'duty to house'.

3.4 It is proposed that any sites identified in the Projects agreed pursuant to this Agreement would be additional to those already identified shown on the list at Annex 2 and in the pipeline. This could include sites in RHPs ownership which they wish to regenerate and/or better use/maximise.

3.5 The Council will assist with providing RHP with schedules of approved schemes including small schemes and office 'permitted developments' and early notice of pre-application proposals (if appropriate) to give RHP a head start for potential acquisition.

3.6 The parties recognise that the Borough has particular and unique challenges in relation to housing association led development. However, RHP recognises the need to provide affordable housing in this high value area. RHP commit to a greater degree of flexibility in

Notional Internal Subsidy to reflect the higher cost of delivery in the Borough. The parties agree to a more proactive asset management/disposal strategy of assets owned by both parties which would see some higher value assets sold on becoming void, with receipts recycled through the Trust Bank Account (in accordance with the requirements of the Trust Account Deed) to provide for additional Affordable Housing. The Council has agreed in principle to make Project Grant available (subject to grant funds being available to the Council) to the Projects agreed by the Parties under the terms of this Agreement where RHP has demonstrated that this will contribute to the increase of Affordable Housing in the Borough.

- 3.7 The parties accept that on occasion flexibility may be required in terms of tenure and unit size which will be considered on a site by site basis but recognising this lies within the context of the Council's adopted policies and plans but always subject to the Council's consent. In addition to the primary focus of increasing provision of affordable rented housing, additional focus will be on encouraging downsizing from existing social housing (linked to proactive downsizing initiatives sponsored by RHP and the Council) and providing greater intermediate and low-cost homeownership options for working local residents.

4 Trust Bank Account

- 4.1 RHP will deliver an active asset management strategy to provide funds into the Trust Bank Account. The current strategy sets out approximately 5 disposals per year, though this is likely to vary based on opportunity.
- 4.2 RHP will place funds into the Trust Bank Account in accordance with the provisions set out in the Trust Account Deed and Disposals Clawback Agreement.
- 4.3 The Council will report on a quarterly basis to RHP on funds held within the Trust Bank Account.
- 4.4 RHP will report on a quarterly basis to the Council on any live asset disposals.
- 4.5 The funds from within the Trust Bank Account will be allocated in accordance with the provisions contained within the Trust Account Deed and this Agreement.

5 Projects

- 5.1 The parties agree that the procedure for agreeing each proposed Project set out in Schedule 1 shall apply.
- 5.2 RHP represents and warrants to the Council that in relation to each Project agreed by the parties in accordance with the provisions of Schedule 1:
- 5.2.1 the Project:
- (a) is deliverable in accordance with the Project Delivery Timetable; and

- (b) comprises no Public Sector Subsidy beyond that identified in the Project Details.

5.2.2 RHP:

- (a) possesses or will possess a Secure Legal Interest in the Site;
- (b) has obtained all necessary Consents as are then required for the lawful development of the Project and for the delivery of the Project in accordance with the Project Details copies of which should be supplied to the Council upon request;
- (c) is not aware of any Prohibited Act and

5.2.3 the rent levels for any:

- (a) SR Dwelling within the project are set in accordance with prevailing guidance for social Rent
- (b) LAR Dwelling within the Project will be set at or below the Benchmark Rent Levels applicable at the point of letting;
- (c) LLR Dwelling within the Project will be set at or below the LLR Rent Levels applicable at the point of letting;
- (d) for any LAR Dwelling or SR Dwelling within the Project will include service charges set at a level that complies with RHP's standard reasonable charges.

5.3 Tenures and funding purposes that will be supported and funded are detailed in Schedule 1 of the Trust Account Deed.

5.4 Priority will be given to the delivery of homes with due regard to the Council's adopted planning policies but it is recognised that each proposed Project will be considered on its own merits and characteristics and will be considered for any of the tenures which are included in Schedule 1 of the Trust Account Deed as part of a range of affordable housing products

5.5 The parties acknowledge that the terms of the Disposal Clawback Agreement shall apply and that homes delivered using Account Proceeds are then the subject of a DDA Disposal then the recycling provisions of clause 12 shall apply.

6 Time extensions

6.1 Where a Milestone Failure occurs or is in the opinion of the Council reasonably likely to occur and:

6.1.1 where such failure is directly caused by a Milestone Extension Event the Council and RHP shall extend the relevant Milestone Date and associated Project Completion Date by such period as they (acting reasonably) consider appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event; or

6.1.2 where such failure is not directly caused by a Milestone Extension Event, the Council shall notify RHP of the Milestone Failure and the parties shall within fifteen (15) Business Days of such notification seek to agree revised Milestone Dates.

7 **Sources of funding**

7.1 In order to achieve the objectives set out in this Agreement, the Council will provide funding for identified Projects where this additional funding can be demonstrated by RHP to increase their capacity to deliver more Affordable Housing.

7.2 The Council will inform RHP within 5 Working Days of any Adverse Funding Event of which it becomes aware and which affect the ability of the Council to provide funding pursuant to the terms of this Agreement.

7.3 The Total Project Costs will be funded through a combination of RHP Funding, Project Grant and, where possible, GLA grant funding.

7.4 The parties acknowledge and agree that any grant approved by the Council pursuant to Schedule 1 may come from Account Proceeds and/or from Capital Grant and that the level of Project Grant approved will be at the Council's discretion.

7.5 RHP will provide all the funding required by the Project excepting that as provided by GLA Grant Funding and the Council through Project Grant.

7.6 In the event the Council approves a request for Account Proceeds pursuant to the process set out in Schedule 1, an equal quantum of funds (the **Match Funding**) shall be allocated from the Trust Bank Account to RHP which shall reflect RHP's share of the proceeds within the Trust Bank Account for contribution to RHP's funding of the Project. Such funds shall be released to RHP in accordance with clause 9.2.

7.7 RHP may use cross subsidy from SO Dwellings and/or market sale housing to provide funding for Affordable Housing where such market housing is initially marketed to local residents/workers looking to buy (possibly but not exclusively under the Mayor's First Dibs programme) and preferably are eligible for Help to Buy.

7.8 Schemes that RHP determines can be delivered without any additional Project Grant (whether Account Proceeds or Capital Grant) will be reported to the Council in accordance with clause 13.1.4 in order to allow the parties to account for the number of Nil Grant Units delivered by RHP.

8 **Application of funding**

8.1 On identification of a possible development opportunity within the Borough, RHP will carry out its own due diligence and an initial Financial Appraisal.

8.2 If a scheme can be delivered with no additional funding contribution from the Council, then RHP will notify the Council that such scheme can proceed in this way and will proceed with the scheme and any homes delivered will be Nil Grant Units.

- 8.3 Prior to requesting Project Grant pursuant to the process set out in Schedule 1, RHP will undertake a financial appraisal of the proposed Project using existing RHP Appraisal Assumptions applicable at the time of the appraisal including any applicable GLA Grant funding. Where RHP determines that Project Grant is required to meet the Financial Hurdles, RHP shall initially model the financial viability of the Project assuming Account Proceeds provided by the Council at DDA Benchmark Grant Rates. Where RHP identifies that financial viability of the Project cannot be met at DDA Benchmark Grant Rates or that additionality can be achieved using grant rates above the DDA Benchmark Grant Rates, it shall model the Project using Capital Grant at the such higher grant rates.
- 8.4 RHP shall identify in the Financial Assessment provided to the Council pursuant to Schedule 1 the level of additionality which RHP forecasts will be delivered using Project Grant and whether the Project can meet RHP's Financial Hurdles on the basis of the DDA Benchmark Grant Rates or whether an increased rate is requested from the Council.
- 8.5 In the event that Project Grant is approved by the Council in accordance with Schedule 1 of this Agreement:
- 8.5.1 if the Project is proposed on land already owned by RHP, then RHP will proceed with the Project, keeping the Council advised of key milestones; and
- 8.5.2 if the Project is proposed on a site available in the market, then RHP will endeavour to secure the site, keeping the Council advised of success or otherwise and if unsuccessful shall inform the Council as to the reasons for RHP not being successful.
- 8.6 Subject to a Project proceeding and having reached the relevant First Claim Stage, RHP may apply to the Council for the First Tranche Grant payable in respect of that Project to be paid to it. RHP must make its application in writing.
- 8.7 In submitting an application pursuant to clause 8.6 RHP is deemed to:
- 8.7.1 repeat the representations and warranties set out in clause 5.2;
- 8.7.2 represent and warrant to the Council that the First Claim Stage has been reached
- 8.7.3 shall continue progressing the Project to Practical Completion as expeditiously as possible.
- 8.8 Subject to a Project having reached the relevant Final Claim Stage, RHP may apply to the Council for the Final Tranche Grant payable in respect of that Project to be paid to it (where applicable). RHP must make its application in writing.
- 8.9 In submitting an application pursuant to clause 8.8 RHP is deemed to represent and warrant to the Council that:
- 8.9.1 the Project has reached Final Claim Stage; and
- 8.9.2 it has obtained all Consents necessary for the lawful development of the Project in accordance with the Project Details as are then required or to the extent that they are not obtained that RHP 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 **Payment of Grant *****

9.1 Subject to the Council (acting reasonably) being satisfied with RHP's application for payment including the information warranted pursuant to clauses 8.7 and 8.9 the Council shall (resources permitting) pay the First Tranche Grant or the Final Tranche Grant (as applicable) to RHP within twenty (20) Business Days of receipt of a written application.

9.2 Where the First Tranche Grant or Final Tranche Grant is paid in whole or in part from the Account Proceeds, the Council will at the same time transfer to RHP from the Trust Bank Account the Match Funding in an equivalent quantum to the Account Proceeds comprised within the relevant First Tranche Grant or Final Tranche Grant.

9.3 If the Council is not satisfied with RHP's application for payment, it must notify RHP 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 Council must allow RHP 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 (but such resubmission shall be on no more than two occasions, unless agreed otherwise by the Council) in which case the provisions of clause 8 and this clause 9 (as applicable) will be reapplied to RHP's resubmitted or amended application for payment.

9.4 The Council shall not be obliged to pay RHP:

9.4.1 the First Tranche Grant before the date identified in the Project Details as the forecast First Claim Stage;

9.4.2 the Final Tranche Grant before the Final Claim Stage has occurred;

9.4.3 any Tranche if the Project has not been accepted by the Council pursuant to Schedule 1;

9.4.4 any Tranche in respect of any Project which has not reached:

(a) the First Claim Stage; or

(b) (where applicable) Practical Completion by the Milestone Date identified (subject to any extension to such date pursuant to clause 6).

9.5 The payment of Project Grant or any part thereof hereunder by the Council to RHP shall be regarded as inclusive of any VAT chargeable thereon.

10 **Delivery Obligations**

10.1 RHP must in relation to each Project:

10.1.1 carry out the acquisition of the Site (if such Site is not RHP land), procure and diligently pursue the completion of the Works so that:

- (a) the Project is (subject to clause 6.1) constructed, delivered and/or Rehabilitated (as applicable) in accordance with the Project Delivery Timetable,
- (b) the Project is (subject to clause 6.1) constructed, delivered and/or Rehabilitated (as applicable) in accordance with appropriate Planning Permission, prevailing Building Regulations and CDM Regulations, relevant design standards as published by the Council, the GLA or other relevant bodies from time to time;
- (c) when delivered, the Project will hold the relevant NHBC warranty or similar;
- (d) when delivered, the Project fully complies with the Project Details; and
- (e) any applicable requirements of Procurement Law and of the Consents are satisfied.

10.1.2 actively market the SO Dwellings and LLR Dwellings for an agreed 3 months exclusive period to those living and/or working in LBR unless agreed otherwise by the Council with a view to ensuring (as far as practicable) the disposal or letting of such dwellings to individuals as DDA Housing at Practical Completion (or as soon as reasonably possible thereafter);

10.1.3 deliver all SO Dwellings and LLR Dwellings in line with the Council's Intermediate Housing Policy;

10.1.4 advertise all SO Dwellings and LLR Dwellings through the portal at www.london.gov.uk/homesforlondoners <http://www.shareto-buy.com/firststeps> or such other website address notified by the GLA to RHP from time to time subject to compliance with the Council's Intermediate Housing Policy and Intermediate Marketing Statement;

10.1.5 let all SR Dwellings and LAR Dwellings in line with the Council's published Tenancy Strategy, Allocations Strategy and the Nominations Agreement; and

10.1.6 promptly notify the Council in writing of any failure or likely failure to comply with clause 10.1.1(a).

11 **Operational Obligations**

11.1 In delivering the Project and in operating and administering the Project after Practical Completion, RHP must observe and comply with Legislation, this Agreement, the Transfer Agreement and the Trust Account Deed.

11.2 RHP must notify the Council in writing:

11.2.1 immediately once the Land Acquisition Date, Start on Site (as applicable) and Practical Completion has occurred with respect to each Project;

11.2.2 immediately, in the event of the receipt by it of any other Public Sector Subsidy or guarantees of it, or the offer of the same, in respect of a Project (or any part of it) beyond any amount of Public Sector Subsidy notified to the Council by RHP;

- 11.2.3 immediately upon becoming aware of any event or circumstance which may have a Material Adverse Effect; and
- 11.2.4 of any other event or circumstance in relation the Project as the Council may reasonably require from time to time and within such timeframes as the Council may reasonably require.
- 11.3 Without prejudice to clause 11.1, RHP must in operating and administering the Project after Practical Completion:
 - 11.3.1 not use the DDA Dwellings for any purpose other than the Agreed Purposes without the Council's prior written consent;
 - 11.3.2 subject always to compliance with the applicable Benchmark Rent Level, not charge a higher initial rent in relation to a LAR Dwelling than the London Affordable Rent as set out in the relevant Project Details and ensure that such rent continues to be set and charged in accordance with the criteria of the London Affordable Rent unless agreed otherwise by the Council;
 - 11.3.3 subject always to compliance with the applicable LLR Rent Level, not charge a higher initial rent in relation to a LLR Dwelling than the London Living Rent as set out in the relevant Project Details, review the LLR Rent Levels each Financial Year and ensure that the rent for each LLR Dwelling continues to be (i) set and charged in accordance with the criteria of the London Living Rent and (ii) increased by no more than the percentage increase in CPI over the twelve (12) month period which ends three (3) calendar months prior to the relevant rent increase date;
 - 11.3.4 subject to any contrary requirement of Legislation comply with the Rent Standard in respect of the SR Dwellings and LAR Dwellings;
 - 11.3.5 comply with the Tenancy Standard in respect of the SR Dwellings, LAR Dwellings and the LLR Dwellings;
 - 11.3.6 Unless otherwise agreed between the parties, observe and comply with the requirements of the Affordable Housing Capital Funding Guide in relation to:
 - (a) any disposal of an SO Dwelling and ensure that such disposal takes effect only at arm's length and on market terms;
 - (b) the form and content of any Shared Ownership Lease granted by or to be granted by RHP in relation to a SO Dwelling;
 - (c) the purpose, target group, letting, rents, management or disposal of SR Dwellings, LAR Dwellings and/or LLR Dwellings; and
 - (d) the nature of the housing and/or housing product (as described in the Affordable Housing Capital Funding Guide) being funded pursuant to this Agreement;
 - 11.3.7 in relation to each SR Dwelling or LAR Dwelling use the most appropriate form of tenancy having regard to the terms of the Tenancy Standard, the Council's Tenancy Policy and RHP's own policies; and

- 11.3.8 ensure that all LLR Dwellings are made available solely to LLR Tenants as LLR Dwellings and ensure that prior to any change to that purpose or to any disposal they are offered for sale to the then current LLR Tenant.
- 11.4 RHP shall ensure that the Council's requirements from time to time in relation to public relations and publicity for capital projects (including Site signage) are observed and implemented in respect of each Project.
- 11.5 In discharging its obligations under this Agreement, RHP must act at all times with the utmost good faith, with the intent to deliver the DDA Programme and with proper regard to the need for efficiency in the use of public funds.
- 11.6 RHP 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, where any DDA Dwelling includes GLA Grant Funding, comply with the Greater London Authority'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.
- 11.7 Where RHP is aware that it is in breach of an obligation under this clause 11 it must promptly notify the Council of the fact and take all such steps as are appropriate in the circumstances to remedy the breach.
- 11.8 Notwithstanding any other provision of this Agreement RHP shall, unless otherwise agreed by the Council, remain liable and responsible for the performance of its obligations under this Agreement in relation to each DDA Dwelling.
- 12 **Disposal of DDA Dwellings delivered under this Agreement**
- 12.1 In the event of a DDA Disposal delivered under this Agreement, then the obligations in this clause 12 shall apply.
- 12.2 Upon any DDA Disposal of all or any part of any DDA Dwelling which received Project Grant funding from the Council, and which generates a capital receipt to RHP, RHP shall procure that the Proportion (as defined in clause 12.4 below) shall be paid into the Trust Bank Account in line with this clause 12 and the terms of this Agreement
- 12.3 A disposal of any Nil Grant Unit, or any Permitted Disposal, will not be deemed a disposal for the purposes of this clause 12 and no monies shall be paid by RHP from the relevant capital receipt to the Trust Bank Account.
- 12.4 The Proportion referred to in clause 12.2 above shall be the lower of :
- (A/B x G) – C
- Or
- DV – C
- Where:

A is the number of DDA Dwellings disposed of resulting in a capital receipt to RHP;

B is the total number of DDA Dwellings forming the overall Project;

G is the Project Grant;

C is the costs incurred by RHP in effecting the disposal (including but not limited to surveyors fees, legal costs and fees and valuation fees);

DV is the value at which the DDA Dwelling(s) are disposed of;

12.5 RHP agrees to notify the Council within 28 days of any DDA Disposals, including details of whether this clause 12 applies, and to notify the Council of any Permitted Disposal or the disposal of a Nil Grant Unit in accordance with clause 13.1.9.

13 **Reporting and analysis**

13.1 RHP will provide a written report on a quarterly basis or at scheduled development meetings between the Council and RHP as agree between both parties identifying all Projects and potential identified Projects, including the;

13.1.1 number of homes delivered and forecast, broken down by Project and tenure;

13.1.2 Project Delivery Timetables and progress against these, noting any variations or expected variations to that submitted;

13.1.3 Project Grant requested and claimed;

13.1.4 homes delivered under the Agreement as Nil Grant Units;

13.1.5 RHP Funding assumed and allocated to the Projects;

13.1.6 broader RHP Development pipeline;

13.1.7 value for money for SR Dwellings, LAR Dwellings and LLR Dwellings demonstrated through:

(a) comparison with the cost of providing temporary/bed and breakfast accommodation;

(b) benefit in family sized homes arising from downsizing opportunities;

(c) additionality arising from disposal and use of receipt from sale of high value homes;

13.1.8 value for money for funding SO Dwellings demonstrated through:

(a) delivery of rented voids from households moving to home ownership;

(b) meeting local demand for shared ownership housing as identified and expressed in adopted planning and housing policies; and

- 13.1.9 any Permitted Disposals or disposals of Nil Grant Units occurring in the previous Quarter.
- 13.1.20 or such information as the parties otherwise agree should be provided

14 **Planning**

- 14.1 The Council recognises that establishing good working relationships with the planning service is a key factor in delivering the intended programme of Projects pursuant to this Agreement (the **DDA Programme**).
- 14.2 Housing Officers from the Council will work in partnership with RHP and Planning Officers on identifying potential planning issues as sites which are or could be comprised within Projects arise and to actively engage with the planning service to resolve these where possible.
- 14.3 The Council's Housing Development Team will meet with the planning service as soon as reasonably practicable following entry into this Agreement to present the purpose of this Agreement and its aims and objectives and will provide the planning service with periodic updates on the DDA Programme to ensure awareness and co-operation of the planning service and to facilitate efficient and prompt decision-making from the planning service.
- 14.4 The Council will seek to provide support a post within the Council's planning service to provide more resource to enable the timely processing of Registered Providers planning applications for affordable housing schemes without any fetter on the discretion of the local planning authority in making decisions on planning applications submitted to it.

15 **Information and confidentiality**

- 15.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the other.
- 15.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the Council arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.
- 15.3 The obligations of confidence referred to in this clause 15 shall not apply to any Confidential Information which:
 - 15.3.1 is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information;
 - 15.3.2 is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential;
 - 15.3.3 is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or

- 15.3.4 is independently developed without access to the Confidential Information of the other party.
- 15.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:
 - 15.4.1 to enable the disclosing party to perform its obligations under this Agreement or any loan agreement or proposed loan agreement or funding documentation with a commercial lender;
 - 15.4.2 by any applicable Law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and RHP acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the GLA may nevertheless be obliged to disclose such Confidential Information;
 - 15.4.3 by any Regulatory Body (including any investment exchange and the Regulator) acting in the course of proceedings before it or acting in the course of its duties; or
 - 15.4.4 in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.
- 15.5 RHP shall ensure that all Confidential Information obtained from the Council under or in connection with this Agreement:
 - 15.5.1 is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
 - 15.5.2 is treated as confidential and not disclosed (without the Council's prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this Agreement;
 - 15.5.3 where it is considered necessary in the opinion of the Council, RHP shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.
- 15.6 Nothing in this clause 15 shall prevent the Council:
 - 15.6.1 disclosing any Confidential Information for the purpose of:
 - (a) the examination and certification of the Council's accounts;
 - (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources;
 - 15.6.2 disclosing any Confidential Information obtained from RHP:
 - (a) to any other department within the Council;
 - (b) to any person engaged in providing any services to the Council for any purpose relating to or ancillary to this Agreement,

provided that in disclosing information under any of clauses 15.6.2 the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 15.7 Nothing in this clause 15 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 15.8 RHP acknowledges that the Council is subject to legal duties which may require the release of Information under FOIA and/or EIR and that the Council may be under an obligation to provide Information subject to a Request for Information.
- 15.9 The Council shall be responsible for determining in its absolute discretion whether:
 - 15.9.1 any Information is Exempted Information or remains Exempted Information; or
 - 15.9.2 any Information is to be disclosed in response to a Request for Information, and in no event shall RHP respond directly to a Request for Information to which the Council is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the Council unless otherwise expressly authorised to do so by the Council.
- 15.10 Subject to clause 15.11 below, RHP acknowledges that the Council may be obliged under FOIA or EIR to disclose Information:
 - 15.10.1 without consulting RHP; or
 - 15.10.2 following consultation with RHP and having taken (or not taken, as the case may be) its views into account.
- 15.11 Without in any way limiting clause 15.9 or clause 15.10, in the event that the Council receives a Request for Information, the Council will, where appropriate, as soon as reasonably practicable notify RHP.
- 15.12 RHP will assist and co-operate with the Council as requested by the Council to enable the Council 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:
 - 15.12.1 transfer any Request for Information received by RHP to the Council as soon as practicable after receipt and in any event within two (2) Business Days of receiving a Request for Information;
 - 15.12.2 provide all such assistance as may be required from time to time by the Council and supply such data or information as may be requested by the Council;
 - 15.12.3 provide the Council with any data or information in its possession or power in the form that the Council requires within five (5) Business Days (or such other period as the Council may specify) of the Council requesting that Information;
 - 15.12.4 permit the Council to inspect such as requested from time to time.

- 15.13 Nothing in this Agreement will prevent the Council 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.
- 15.14 The obligations in this clause15 will survive the expiry or termination of this Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.
- 15.15 RHP acknowledges and agrees that the Council 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 Council may take account of any EIR Exemptions and FOIA Exemptions. The Council may in its absolute discretion consult with RHP regarding any redactions to the Agreement Information to be published pursuant to this clause15. The Council shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 16 **Data Protection**
- 16.1 RHP shall ensure that at all times it complies with its obligations under this Agreement in manner so as to comply with the GDPR and all relevant regulations relating to data protection.
- 16.2 RHP warrants and represents that it has obtained all necessary registrations, notifications and consents required by the GDPR to Process Personal Data for the purposes of performing its obligations under this Agreement.
- 16.3 RHP undertakes that to the extent that RHP and/or any of its employees receives, has access to and/or is required to Process Personal Data on behalf of the Council (the **Council's Personal Data**) for the purpose of performing its obligations under this Agreement it will at all times act as if it were a Data Controller and comply with the provisions of the GDPR for the time being in force.
- 16.4 RHP shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to the Council's Personal Data and any person it authorises to have access to any the Council's Personal Data will respect and maintain the confidentiality and security of the Council's Personal Data.
- 16.5 RHP shall allow the Council to audit RHP's compliance with the requirements of this clause16 on reasonable notice and/or, at the Council's request, provide the Council with evidence of RHP's compliance with the obligations within this clause 16.
- 16.6 RHP undertakes not to disclose or transfer any of the Council's Personal Data to any third party without the prior written consent of the Council save that without prejudice to clause16.3 RHP shall be entitled to disclose the Council's Personal Data to employees to whom such disclosure is reasonably necessary in order for RHP to perform its obligations under this Agreement, or to the extent required under a court order.
- 16.7 RHP agrees to use all reasonable efforts to assist the Council to comply with such obligations as are imposed on the Council by the GDPR.

16.8 RHP undertakes to include obligations no less onerous than those set out in this clause¹⁶, in all contractual arrangements with agents engaged by RHP in performing its obligations under this Agreement to the Council.

17 **Intellectual Property**

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

18 **Health and Safety and Equality and Diversity**

18.1 RHP 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 parties engaged in the delivery of Projects do likewise.

18.2 RHP 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 Council.

18.3 RHP 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.

18.4 To the extent that the Council is a 'client' for the purposes of the CDM Regulations:

18.4.1 where RHP is engaging consultants and a contractor or contractors as Subcontractors to deliver the Project RHP elects to be the only client in relation to such Project; or

18.4.2 where RHP is contracting with a developer as a Subcontractor to deliver a Project RHP shall procure that such developer shall elect to be the only client in relation to the Project on or before the date that such project becomes a Project,

and the Council hereby agrees to such election.

18.5 RHP shall not seek to withdraw, terminate or in any manner derogate from such election pursuant to clause^{18.4.1} or (if appropriate) shall procure that any developer/employer shall not withdraw, terminate or in any manner derogate from any election pursuant to clause^{18.4.2} without the Council 's prior written consent, which the Council may in its absolute discretion withhold.

18.6 RHP 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.

18.7 RHP 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.

19 **Dispute resolution**

19.1 All disputes and differences arising out of or in connection with this Agreement (a **Dispute**) shall be resolved pursuant to the terms of this clause¹⁹.

- 19.1.1 In the event that RHP or the Council 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 clause 19.
- 19.1.2 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.
- 19.1.3 Where either no representatives of both parties are available to meet within the period set out in clause 19.1.2 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 RHP and the Council (the **Senior Executives**).
- 19.1.4 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.
- 19.1.5 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 clause 19.2.
- 19.2 In the circumstances contemplated in clause 19.1.5, 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:
- 19.2.1 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;
- 19.2.2 the mediation shall start not later than twenty eight (28) days after the date of the ADR Notice; and
- 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.
- 20 **No agency**
- 20.1 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.
- 20.2 RHP shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the Council and RHP. Neither RHP nor any of its employees shall at any time hold itself or themselves out to be an employee of the Council.

21 **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.

22 **Entire Agreement**

22.1 This Agreement and the conditions herein contained together with the Schedules constitute the entire agreement between the parties in relation to its subject matter and may only be varied or modified in writing by deed.

22.2 RHP 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 Council of whatsoever nature on the faith of which RHP is entering into this Agreement.

23 **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.

24 **VAT**

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

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

24.1.2 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.

24.2 The payment of Project Grant or any part thereof hereunder by the Council to RHP shall be regarded as inclusive of any VAT chargeable thereon.

25 **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 clause 19 the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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

THE MAYOR AND BURGESSES OF THE LONDON

BOROUGH OF RICHMOND UPON THAMES

In the presence of:

Authorised Signatory

EXECUTED as a **DEED** by affixing

the common seal of

RICHMOND HOUSING PARTNERSHIP

in the presence of:

Authorised signatory

Authorised signatory

SCHEDULE 1

Project Details

- 1.1 The parties acknowledge and agree that where RHP identifies a proposed Project it will provide the Council with:
- (a) a fully populated Project Details Schedule;
 - (b) a certificate confirming that the TDA criteria have been met ; and
 - (c) the Financial Assessment,
- (the Project Documents)**
- 1.2 If after seven Business Days of receipt of the Project Documents the Council has not notified RHP in writing that there is a Project Change Event, the parties agree that the proposed Project shall be deemed to be a Project under this Agreement and the parties will as soon as reasonably practicable (and in any event within seven Business Days) append the agreed Project Details Schedule (signed by both parties and dated) to this Agreement and from the date of the signed Project Details Schedule, the information set out in the Project Details Schedule shall constitute the Project Details.
- 1.3 Where the Council has notified RHP of a Project Change Event the parties shall in good faith seek to address the Project Change Event within seven Business Days and once addressed to the parties' satisfaction (acting reasonably) RHP shall re-submit the amended Project Documents to the Council and the proposed Project shall be agreed by the parties in accordance with paragraph 1.2 of this Schedule 1.
- 1.4 The Project Details for any Project may be varied by the parties by means of appending an agreed revised Project Details Schedule to a memorandum signed by both parties and dated (**PD Memorandum**) and the parties agree that from the date of the PD Memorandum, the Project Details Schedule appended to such memorandum shall be deemed to be the Project Details for the purposes of this Agreement.
- 1.5 A variation pursuant to paragraph 1.5 must be endorsed through a notation on each party's respective parts of this Agreement.

Definitions

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

Financial Assessment means a written confirmation from RHP of:

	£[] SO Dwellings
Capital Grant total	£
Capital Grant – grant rate per unit	£[] per SR Dwellings
	£[] per LAR Dwellings
	£[] LLR Dwellings
	£[] SO Dwellings

Public Sector Subsidy (excluding Project Grant)

Grant Payment Schedule

Amount of Total Project Grant paid in respect of Pre-Development Costs	£[] ([]% of Total Project Grant)
Amount of Total Project Grant paid at Start on Site	£[] ([]% of Total Project Grant)
Amount of Total Project Grant paid at Practical Completion	£[] ([]% of Total Project Grant)

SCHEDULE 2
Nominations Agreement

Annex 1

RHP

RHP 5 year strategy – April 2021																																																											
1 Purpose:	We support local communities by providing good quality and affordable homes and excellent landlord services to meet a range of needs of people who cannot otherwise afford to live locally																																																										
2 Vision:	We aspire to be one of the best service providers in the UK and an excellent employer																																																										
3 Values:	<ul style="list-style-type: none"> • Keeping it real: Encourage people to be themselves – being open, honest and brave to do the right thing for customers and for the business • Being easy to do business with: For customers, colleagues and business partners • Being purposeful: Going after what counts and working together to make great things happen 																																																										
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ii Homes to be proud of	<p>To provide homes that are safe, warm, smart and green</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Key measures of success</th> <th style="width: 50%;">Targets for April 2026</th> </tr> </thead> <tbody> <tr> <td>New homes completed</td> <td>150 homes</td> </tr> <tr> <td>Strong forward pipeline - number of homes under contract or on site</td> <td>375 homes contracted</td> </tr> <tr> <td>Gas compliance</td> <td>100%</td> </tr> <tr> <td>Energy efficiency of housing stock - percentage of tenanted stock at EPC band C or above</td> <td>80%</td> </tr> </tbody> </table>	Key measures of success	Targets for April 2026	New homes completed	150 homes	Strong forward pipeline - number of homes under contract or on site	375 homes contracted	Gas compliance	100%	Energy efficiency of housing stock - percentage of tenanted stock at EPC band C or above	80%																																																
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Business Plan

Annex 2

Sites (cl 3.4)

Informer House, Teddington

Edgar Road, Hanworth

Somerville House, Whitton

Appendix 9

CF Disposition Deed Heads of Terms

HAM CLOSE REGENERATION

HEADS OF TERMS –Lease of new Community Facilities by the Council from Richmond Housing Partnership

1.	Type of transaction	Long lease of new community facilities
2.	The Parties	
	2.1	The Landlord: Richmond Housing Partnership Limited (a Registered Provider registered with the Regulator of Social Housing with registration number L4279 and as a registered society as defined in Section 1 of the Co-operative and Community Benefit Societies Act 2014 with registration number 30939) and whose registered office is at 8 Waldegrave Road, Teddington TW11 8ET (RHP) and:
	2.2	The Tenant: London Borough of Richmond upon Thames of Civic Centre, 44 York Street, Twickenham TW1 3BZ (The Council)
3.	Solicitors	
	3.1	LBRuT's Solicitor: Bevan Brittan LLP 2 Fleet Place Farringdon London EC4M 7RF
	3.2	RHP's Solicitor: Trowers & Hamlins LLP 3 Bunhill Row London EC1Y 8YZ t +44 (0)20 7423 8000 f +44 (0)20 7423 8001 www.trowers.com
4.	Background	In pursuance of the regeneration of Ham Close estate, the

		<p>Council is entering into a Collaboration Agreement with RHP. This Collaboration Agreement includes joint obligations for the Council to transfer its freehold interests in the existing community facilities at Ham Close to RHP and in turn, RHP will provide new facilities in locations stipulated in the regeneration masterplan.</p> <p>These Heads of Terms are for the Lease to the Council of new Community Facilities to be re-provided by RHP.</p>
5.	<p>Premises to be developed</p> <p>5.1</p>	<p>Community Facilities means a total area of no less than 1,452 sqm (gross internal, garden, storage and parking spaces), include accommodation for the provision of services for children and young people and/or such other facilities agreed between the Parties as further described in the brief and specification for the Community Facilities to be provided and referred to below.</p>
6.	Rights	The Tenant to be granted appropriate access rights over the Landlord's land and roads for access, services and any servicing and maintenance and development requirements.
7.	RHP's interest	Freehold
8.	Premium	Nil
9.	Rent	One peppercorn (if demanded)
10.	Service charges	a fair and reasonable proportion of the cost of maintaining the common part of the block and estate.
11.	Term	250 years
13.	User	Use as community facilities as existing (details to be confirmed)
14.	Assignment and subletting	<p>The Tenant will be free to assign the whole or part of the premises, and The Landlord's consent should not be unreasonably withheld or delayed.</p> <p>The Tenant will be free to sublet or share the premises</p>

		without The Landlord's consent.
15.	Repair and Maintenance	The Tenant is to be responsible for internal repairs and decorations.
16.	Alterations	The Tenant may undertake non-structural alterations and additions, complying with statutory requirements and regulations with the Landlord's consent which will not to be unreasonably withheld or delayed.
17	Business rates and utilities	The Tenant to be responsible.
18.	Insurance	The Landlord to insure and recover the premium from the Tenant through the service charge..
	Right of Inspection	The Landlord requires the ability to inspect the Community Facilities on an annual basis
	Compliance	The Tenant shall be responsible for any and all legal compliance obligations at the Community Centre such as gas and electricity certification
21.	Costs	Each party will pay their own costs, including legal and surveying fees incurred in the granting of the lease of the Community Facility
22.	Authorisation	Paper to Cabinet on Ham Close Regeneration dated 15 November 2018.

Appendix 10
Customer Offers

The following documents, copies of which are attached:

What Regeneration could mean for you Autumn 2016

Homeowner FAQs January 2017

Homeowner FAQs July 2017

Tenant FAQs April 2017

Buyback FAQs Oct 2017

Ham Close regeneration

Homeowner FAQs | Last update: July 2017



This is the latest set of homeowner specific FAQs relating to the Ham Close regeneration. We've included the source of the question so you can see if it's been updated from our previous answers or is a new FAQ. You can keep up to date with all the latest information at www.hamclose.co.uk and if you have a question that isn't covered you can email hamclose@rhp.org.uk.

For ease the questions have been divided into categories.

General

1. Will RHP arrange a homeowner event?

(Source: Stakeholder Reference Group)

Yes, we intend to hold an event in September 2017. We want to ensure the event provides meaningful information and addresses homeowner concerns. The details of the event and the agenda will be issued by the end of August and publicised on the Ham Close website and in our dedicated newsletters.

2. What is the timeline for the proposed redevelopment?

(Source: update to previous FAQ)

A planning application will be made in summer 2018 and we intend to start on site in summer 2019.

3. Can you confirm the timescales of the redevelopment?

(Source: update to previous FAQ)

We're currently aiming for a start on site in summer 2019 and completion by the end of 2024.

4. How long will each phase take?

(Source: update to previous FAQ)

There are currently three phases which will take approximately 18 months each. We will have greater clarity on this once planning permission is approved in summer 2018.

5. How much profit will RHP/LBRuT make from this redevelopment?

(Source: update to previous FAQ)

None. RHP and LBRuT are not-for-profit organisations. This project will require funding and subsidy and will not generate any surplus.

6. Will there be new shops/amenities?

(Source: update previous FAQ)

The shops on the corner of Ashburnham Road are currently outside the 'red line' of the regeneration. We are working with Richmond Council to enhance the current amenities.

7. Will there be extra pressure on local services? (e.g. NHS/ schools)

(Source: update to previous FAQ)

We recognise that with the increased number of homes there maybe pressure on local facilities. Additional funding for these will be provided through the Section 106 process where deemed necessary.

8. Will there be car charging, zip cars and 'brompton bike' facilities?

(Source: homeowner drop-in)

We're looking into the possibility of this and will keep you updated.

9. What will happen if the planning for building on the school land is rejected? Will all the units still be constructed in a smaller area?

(Source: homeowner drop-in)

We're confident consent for building on the school playing field will be granted.

10. When is the development going to happen? As I want to know if it's worth doing any extra work to my property e.g. new carpets.

(Source: update to previous FAQ)

We're currently aiming for a start on site in summer 2019 and completion by the end of 2024.

11. How much parking will there be for customers and will this be allocated?

(Source: homeowner drop-in)

Parking will be negotiated in line with planning requirements. A detailed parking strategy will be worked up as part of the management plan for the estate in due course.

12. Will there be bike sheds?

(Source: homeowner drop-in)

Secure bike storage will be provided in line with planning requirements.

Customer offer

13. Who does the customer offer apply to?

(Source: homeowner drop-in)

The customer offer applies to RHP tenants and homeowners on the estate at the time the original offer was made.

14. What is a CPO?

(Source: update to previous FAQ)

A CPO is a Compulsory Purchase Order. CPOs can be made as a method of last resort to acquire property required for schemes deemed to be in the public's interests and are only effective when confirmed by the Secretary of State following a prescribed process. There is currently no CPO for Ham Close and RHP would try to acquire any property required for the Ham Close regeneration scheme by agreement with the owner.

15. What if I don't agree with the Customer Offer? Can I refuse?

(Source: update to previous FAQ)

Yes you can refuse the customer offer. If we are unable to negotiate with you to buy your home then it is likely that your property would be acquired at a future date through the Compulsory Purchase Order process.

16. Will RHP offer homeowners access to an Independent Advisor to ensure the process and offer is fair?

(Source: update to previous FAQ)

Yes, RHP will provide an independent value advisor who is RICS registered. We'll also introduce you to an Independent Financial Advisor at the homeowner event in September.

17. Can I have my home valued now, to give me an idea of price?

(Source: update to previous FAQ)

Yes. A local estate agent or Rightmove/Zoopla will give you an idea of the value of your home. If you wish to commit to selling to RHP we'll pay for a formal valuation.

18. Will you buy my home now?

(Source: homeowner drop-in)

RHP is willing to purchase any home on Ham Close at this time. If you would like to discuss this further please contact hamclose@rhp.org.uk.

19. Are there other ways to agree market values? Is there a structure to the values (e.g. central heating worth £x etc)

(Source: update to previous FAQ)

The valuations will be undertaken in accordance with RICS Red Book standards. This is an Open Market Value (OMV) in a 'no scheme world', i.e. without taking into account any adjustment to value on basis of redevelopment. OMV takes into account improvements and condition of individual properties based on inspection.

20. What is the process if the two RICS surveyors don't agree?

(Source: update to previous FAQ)

RHP is seeking to buy properties by negotiation and agreement. We'll approach you to buy your home with a price supported by a proper valuation from a qualified RICS surveyor. If you disagree with that price then you can appoint your own qualified surveyor to advise you and to

provide a price and we'll meet the reasonable costs of this. We'll review what your surveyor says and if we cannot agree a price, but you have agreed you are willing in principle to sell, we would jointly appoint a third survey at RHP's cost to propose a final price taking account of the earlier two valuations.

21. Is the current offer below government guidelines?

(Source: update to previous FAQ)

The current offer meets, and in some areas exceeds, the statutory compensation guidelines.

22. Why can I not be given the difference in values, as Merton Priory offered their homeowners?

(Source: update to previous FAQ)

In making these offers to homeowners we bear in mind what they would receive if a Compulsory Purchase Order was in place as well as trying to make an offer that is fair to homeowners and tenants.

23. I've been told I cannot get a mortgage if there are less than 25% homeowners in the block. Is this true?

(Source: update to previous FAQ)

No. Many high street lenders (i.e. banks and building societies) offer mortgages for residents buying within council or housing association owned blocks of flats and there are many examples of blocks with less than 25% homeowners. We suggest in the first instance if homeowners have concerns that they raise this query with their current mortgage provider.

24. What costs are included in disbursements?

(Source: update to previous FAQ)

In addition to the home loss payment you'll be entitled to claim for certain reasonable costs associated with moving home, selling your existing property to RHP and purchasing a new home. Costs can include but are not restricted to: removal expenses, legal fees arising from the sale of your property and the acquisition of a replacement property, surveyors fees arising from the acquisition of a replacement property, re-direction of mail, alterations to furnishings e.g. curtains, disconnection and re-connection of services and appliances, moveable fixtures and fittings, special adaptations assessed as required in the new property and Stamp Duty.

25. When selling our current homes, are we able to use an estate agent to value our property rather than a RICS surveyor?

(Source: homeowner drop-in)

You can use an estate agent to give you an idea of the value of your property, however an estate agent indication of value is not a formal valuation.

26. When will current homes be valued? At the start of the project or at each phase?

(Source: homeowner drop-in)

We've not agreed this yet. We'll ensure a fair and transparent process regarding the valuation of new and existing homes.

27. What happens if a homeowner wants to sell on the open market?

(Source: homeowner drop-in)

RHP is willing to purchase any homes on Ham Close at this time. If you would like to discuss this further, please contact hamclose@rhp.org.uk.

28. If RHP come to buy the leaseholder's home through the normal process (or CPO process), will RHP remove any of the compensation in the Customer offer (i.e. disbursements, market value & 10% home loss payment), or is it guaranteed to be the same?

(Source: update to previous FAQ)

If we are able to buy your home by agreement, we'll pay market price for your property. If you choose to wait until the full Customer Offer (FCO) applies, you will receive the additional, agreed benefits. In the event that we need to acquire your home via the CPO process, you'll be offered the statutory terms and less benefits.

29. How are we getting 'like for like' as we'll no longer own 100% of our home?

(Source: homeowner drop-in)

In previous correspondence, the term 'like for like' was used to mean that you would be offered a property with the same number of bedrooms as you have now. We are honouring this commitment.

30. What are the Capital Gains Tax implications for selling? Can these be 'rolled over'?

(Source: update to previous FAQ)

RHP's understanding is that rollover relief is only possible where there is a CPO.

31. Will RHP cover the capital gains tax cost?

(Source: homeowner drop-in)

No

Non-resident landlords

32. What happens to my tenants during regeneration?

(Source: update to previous FAQ)

If you sell to us, it is likely that this will be with vacant possession and that means you'll be responsible for ending the tenancy of your tenant(s) to ensure your property is empty. If you accept the offer of a shared equity property and you currently sublet your property on Ham Close you will be able to rent out the new property in a similar way.

33. If I cannot let out my home during construction, will I be compensated?

(Source: homeowner drop-in)

No. There is no requirement for compensation to be paid to owners or occupiers of properties that neighbour construction works.

Shared equity

34. What is Shared Equity?

(Source: update to previous FAQ)

Shared Equity is where you own a portion of the new home equating to the value of your current home. Our Shared Equity offer means you will not pay rent on the unsold equity.

35. Can I downsize and own a bigger equity/whole property?

(Source: update to previous FAQ)

If a smaller property meets your needs you could downsize and own more equity or the whole property.

36. Can homeowners be offered shared equity if they wanted to upsize?

(Source: homeowner drop-in)

Owner occupiers will have the opportunity to purchase a larger home if they are prepared to pay the value difference between the replacement (like for like) home and the larger new home.

37. Can homeowners pass on their equity share (e.g. as part of inheritance)?

(Source: update to previous FAQ)

Yes, depending on the circumstances. Should the resident homeowner pass away, then in certain circumstances, dependent close relatives living in the property may be permitted to inherit the shared equity offer, particularly where the dependent person might otherwise be made homeless. Resident owners will be expected to apply to RHP and name potential successors in advance. If the shared equity offer was not transferred then whoever inherits your flat would benefit from your share of the equity and would be able to choose to purchase RHP's share and stay in the flat or to sell the flat and take their share. This is available to owner occupiers only.

38. What guarantees are there for Shared Equity if RHP go into liquidation/sell or change their minds? Can rent then be charged on equity?

(Source: update to previous FAQ)

RHP is a registered provider and no registered provider has ever gone into liquidation. The homeowner offer is for current homeowners and this will be a legally binding agreement between RHP and the individual homeowners of Ham Close. This agreement could then only be varied in the future by another legal process which was agreed between RHP (or successor body) and the individual homeowners of Ham Close.

39. Can I rent out my shared equity property?

(Source: update to previous FAQ)

Yes. If you currently sublet your property on Ham Close you will be able to rent out the new property in a similar way.

40. What rights will I have/ lose as a Shared Equity home?

(Source: update to previous FAQ)

You'll be able to sell, sublet and leave your flat to someone when you die as you can now - except that if you have taken a shared equity lease, the benefit of the share that RHP retains can only be passed down in certain circumstances but the value of the equity would be not lost.

41. What if there is negative equity? Do I have to pay RHP back the full initial sum?

(Source: update to previous FAQ)

No. Any increase or decrease in value that may have occurred during your ownership of the property would be shared between you and RHP according to the proportion of equity owned by each party. So if you own 75% of the property you would get 75% of the value at the time of the sale - so if the value has decreased the value of your share will also have decreased.

42. I have heard that shared equity mortgages are hard to get and at a higher interest rate. Is this true?

(Source: update to previous FAQ)

We don't believe this is the case. Most high street lenders (i.e. banks, building societies) will offer mortgages for shared ownership and shared equity, though they tend to be less widely publicised. Further information is available at www.sharetobuy.com/shared-ownership-mortgages.

43. Can I swap a second WC for a level access shower?

(Source: update to previous FAQ)

Where a disability requires adaptations, we can discuss this on an individual basis.

44. Could I buy at a discount if I only wanted a shell (e.g. no fitted kitchen etc)?

(Source: update to previous FAQ)

No. Properties will be sold completed with kitchens and bathrooms.

45. Can I apply in the future for an Equity Release scheme?

(Source: update to previous FAQ)

Yes, subject to the terms of your deal.

46. How do the legalities change with RHP owning a share of the new property?

(Source: update to previous FAQ)

RHP will prepare a document detailing implications of owning a shared equity property for the homeowner event in September.

47. Are buy-to-let mortgages available on a shared equity basis?

(Source: update to previous FAQ)

This is a matter for individual landlords to query with their mortgage provider.

New homes

48. What is the criteria for choosing who gets which flat?

(Source: update to previous FAQ)

New properties would be available for purchase on a shared equity basis in advance of their completion - i.e. 'off-plan', in line with the phasing. This would mean that new homes would be released for purchase only to those existing homeowners in the following scheme phase. Properties would be allocated in a similar way as if they were being bought on the open market. Therefore it would be for homeowners to apply for the home that they wished to buy on the property's release and the properties would be sold on a first-come-first served basis in accordance with the allocated property type (e.g. one, two or three bedroom). However, unlike buying on the open market, RHP would ensure that every homeowner who had chosen the option of a replacement property on the development would be able to purchase one, either by outright sale or shared equity as appropriate. Each phase would provide replacement properties for the homeowners in the next demolition phase who had confirmed they wish to remain on Ham Close rather than sell their property to RHP and move away.

49. Will the homes being sold on the open market be built to a different/ better specification than the regenerated homes?

(Source: update to previous FAQ)

No. Specification of the new homes will vary across the estate dependent upon the value of the home.

50. Can I stay on the same part of Ham Close as I am now? Even if this means a double move?

(Source: update to previous FAQ)

We'll look at cases of this type on a case by case basis. If you wish to retain your current location on the estate, and chose to private rent for the interim build period, this may be possible.

51. Will homeowners have a choice of kitchen units / carpets / colour schemes?

(Source: update to previous FAQ)

Homeowners will be able to choose kitchen units/flooring/ colour schemes within a range.

52. What are the bathroom and kitchen specs for homeowners?

(Source: update to previous FAQ)

New homes will be built to meet or exceed the prevailing construction standards at the time of the build.

53. I need more information on the build / construction quality

(Source: update to previous FAQ)

New homes will be built to meet or exceed the prevailing construction standards at the time of the build.

54. What will be the ground rent costs and rough estimate of service charges?

(Source: update to previous FAQ)

We're not sure at the moment. We hope to be able to advise this in summer 2018 once planning is submitted. The project is still in its early stages and there is no detailed scheme design yet on which to calculate service charges. The design will be subject to engagement and consultation throughout its development and the intention will be to minimise service charge costs for replacement homes for existing homeowners.

55. Will the Ground Rent increase?

(Source: homeowner drop-in)

Yes the ground rent is likely to increase, however these will be to fair levels. RHP is not seeking an investment return on these. The project is still in its early stages and there is no detailed scheme design yet on which to calculate service charges. The design will be subject to engagement and consultation throughout its development and the intention will be to minimise service charge costs for replacement homes for existing homeowners.

56. Will there be a sinking fund for homeowners?

(Source: update to previous FAQ)

This has not yet been decided.

57. Who would be eligible to buy properties for sale?

(Source: update to previous FAQ)

Initial marketing will be to local buyers.

58. How will new homes be valued? What if homeowners disagree with the purchase price of the new home?

(Source: update to previous FAQ)

All valuations will be carried out by RICS accredited value advisors. RHP will agree these prices with homeowners wishing to purchase the properties and will need to ensure that the prices charged are those which would be achieved if sold on the open market.

59. Will the new homes be energy efficient?

(Source: update to previous FAQ)

Yes. They will meet or exceed the prevailing standards for energy efficiency at the time of construction.

60. Will the houses being sold on the open market be built to a different/ better specification than the regenerated homes?

(Source: update to previous FAQ)

No. Specification of the new homes will vary across the estate dependent upon the value of the home.

61. How is market value agreed at re-sale?

(Source: homeowner drop-in)

This would be subject to RICS red book valuations.

62. What if I need to sell quickly for less than market value? How will RHP respond?

(Source: homeowner drop-in)

RHP would expect to receive market value for its share of the equity. You can choose to sell your share of the equity at less than market value.

63. Can current homeowners sell their home and buy a market sale home?

(Source: update to previous FAQ)

Yes.

64. Will current homeowners be given priority with new market sale homes?

(Source: update to previous FAQ)

We intend to market the new sale homes for local purchases exclusively for an interim period.

Ham Close 'Buy Back' programme FAQs

1. If I want to sell now, how much will I be offered for my home?

As a leaseholder you will be offered the market value of your property on a 'no scheme world' basis. This means that in determining the value of your home the professional Valuer will ignore the affects of the proposed redevelopment on the value of the property. This is achieved by considering sales from other similar properties within the locality which are unaffected by the redevelopment.

2. Will the condition of my property affect the offer that I receive?

In addition to considering sales of comparable properties drawn from the local area the Valuer undertaking the valuation will give consideration to both the internal and external condition of the property.

3. Who will undertake the valuation for RHP?

RHP will instruct a Royal Institution of Chartered Surveyors (RICS) Registered Valuer to undertake a formal valuation report in accordance with the RICS Valuation Global Standards ('the Red Book').

4. Will the Valuer be independent to RHP?

RHP will instruct and pay for a Valuer to undertake an impartial valuation of the property. RHP will have no influence over the level of value submitted by the Valuer.

5. Will I get to see a copy of the valuation report?

Yes, a copy of the valuation report will be provided.

6. What will happen once the valuation has been completed?

When RHP has received the valuation, they will be in contact to make an offer to purchase the property based upon the professionally prepared valuation.

7. What if I don't agree with the level of offer I have been made?

If you don't agree with the offer being made, there is no obligation to accept. You can sell your home on the open market via an Estate Agent in the usual way.

8. Do I have to sell to RHP?

No, you are not obliged to sell your property to RHP at this time.

Ham Close regeneration



*What regeneration
could mean for you*

A guide for RHP tenants & homeowners
Autumn 2016

Background

Ham Close has been identified as a potential regeneration project as part of Richmond Council's Uplift Programme. The Uplift Programme is designed to deliver physical, social and economic improvements to local areas.

RHP is the freeholder of the 192 flats at Ham Close and together with the Council they own much of the land in the area. The flats at Ham Close are of poor construction, with poor insulation by today's standards. Some have condensation/damp issues. In addition, there are no lifts, leaving a number of flats inaccessible to people with disabilities.

During December 2013 and January 2014 RHP, Richmond Council and The Prince's Foundation carried out a consultation with local residents, stakeholders and RHP customers, to consider the future of Ham Close. They produced a report which highlighted the principles on which any future vision for the area should be based.

The Programme Team (consisting of RHP and Richmond Council) are carrying out a high level viability appraisal, looking at two options for the site – redevelopment or stay as we are. As part of this process, a comprehensive consultation is being carried out.

To keep up to date with all the latest information on the potential regeneration visit the website dedicated to the project www.hamclose.co.uk.

RHP's offer for you (if full redevelopment goes ahead)

So that you can understand what full redevelopment might mean for you personally and your home, we've set out what an offer would look like for both tenants and homeowners if full redevelopment goes ahead.

Your new homes will be compliant with the design standards that apply to housing in London. The standards are regarded as generous and create good sized homes that work well. All new homes will have private gardens or balconies. The London Housing Design Guide states a minimum of 5 sq m of private outdoor space should be provided for 1-2 person dwellings and an extra 1 sq m should be provided for each additional occupant.

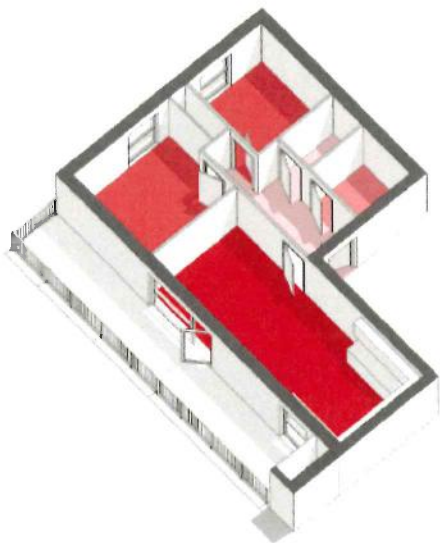
We understand that the most important information to our customers is the financial implications of full redevelopment along with the options available to stay living at Ham Close.

One-to-one support will be available to help you understand what this information might mean for you. We'll keep you up-to-date on how you

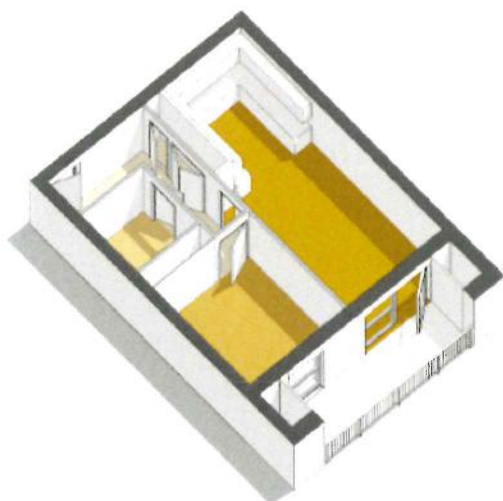
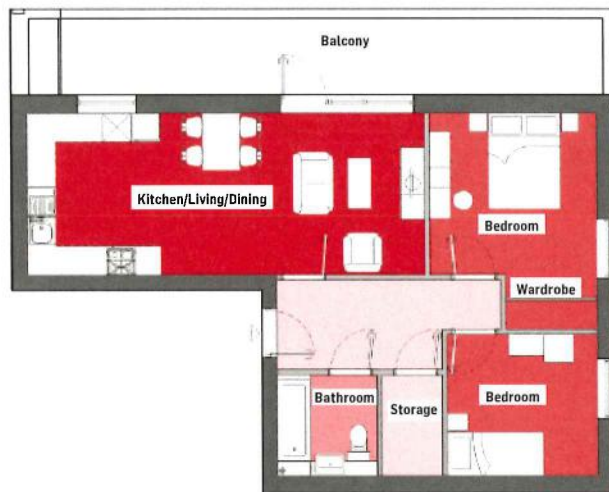
can access this support and you can find regular updates at www.hamclose.co.uk.

At this point this is a high level overview to give you as much information as we can. If full redevelopment goes ahead you'll receive a more detailed offer specific to you.

Example layouts of new homes are given below. They will be energy efficient.



Typical 2B3P Flat



Typical 1B2P Flat





Our offer for tenants

A tenant is an individual who rents a home directly from RHP. For tenants of sub-let properties please see the 'Our offer for non-resident Homeowners' section.

How much will new homes cost?

Customers currently pay differing levels of rent. This will depend on the type of tenancy you have and when you became a tenant. For example, original Council tenancies, Key Worker tenancies, and Affordable Rent tenancies, all pay different rents.

It is likely that rents will increase slightly as the value of your new home will increase, however you will stay on the same rent structure with the same tenancy rights that you currently have.

Will I be entitled to compensation?

All tenants will receive a home-loss payment of £5,800 per household (as of the first of October 2016).

You'll be entitled to this payment if you've lived in your home as your main residence for at least one year prior to the date of having to move.

Joint tenants will qualify for one home-loss payment which can be divided between them.

Will I still receive a home-loss payment if I'm in rent arrears?

Yes. If you're in arrears RHP is entitled to offset any home-loss payment against the arrears due.

Will I be entitled to help with the cost of moving?

All tenants are entitled to a disturbance payment. Disturbance payments will cover removal and other costs such as redirecting post, disconnecting and reconnecting appliances, new curtains and carpets or the re-fitting or altering of carpets and curtains. An amount will be paid up to a maximum of £5,000 after we receive the relevant receipts.

I want to stay living at Ham Close

The majority of our existing tenants have made it very clear that they wish to remain living in Ham. We've listened to this and are committed to keeping the existing community together as much as possible. If you're an existing RHP tenant you'll be able to remain in Ham and will be offered a new home at Ham Close. Any redevelopment would happen in phases with the aim that people would only have to make one move (i.e. straight from their current home into their new one), although this is not guaranteed.



Our offer for Homeowners

A homeowner is an individual who owns an RHP home and lives there as their main residence.

I want to stay living at Ham Close

The majority of our existing homeowners have made it very clear that they wish to remain living in Ham Close. We've listened to this and are committed to keeping the existing community together as much as possible. If you're a homeowner you'll be able to remain in Ham Close and will be offered a new home.

How much will I get for my existing home?

To move forward with the redevelopment proposals, we'll first need to establish market-value for your existing home. This is carried out as the construction site evolves and is done through a Royal Institute of Chartered Surveyor (RICS) valuation.

What if I don't agree with your valuation?

If you don't agree with our valuation we'll pay the cost of your nominated surveyor to carry out a further valuation. The surveyor must be a member of RICS. They will agree the market value of your home.

Will I be entitled to compensation?

In addition to the market value, we'll also pay a home-loss payment. This payment is as follows:

Owner occupiers will receive a payment equivalent to 10% of market value (with a minimum of £5,800 up to a maximum of £58,000 as of October 2016).

To be entitled to a statutory home-loss payment, you must have lived in your home as your only or main residence for at least one year before the date of having to move.

We've drawn up an example of how this would work below.

Example 1: Owner Occupier

Home is valued at	£300,000
Plus 10% home-loss payment	£30,000
Total amount	£330,000

This is the equivalent amount as payable with Compulsory Purchase Order.

Value of your current home £300k

Homeless
payment
£30k

Total value £330k

Will I get a new lease?

Yes. All new homes would have a 125 year lease at no additional cost.

Will I be entitled to help with the cost of moving?

As a Homeowner you're also entitled to a disturbance payment, which pays for other reasonable costs when moving home. These include removals and other costs such as redirecting post, disconnecting and reconnecting appliances and new carpets and curtains. It can also include solicitors and surveyors fees and Stamp Duty Land Tax for a replacement home.

An agreement will be reached between yourself and RHP on the amount of disturbance payment made. Payment will be made after receiving the relevant receipts.

What happens if my new home is worth more than my current one?

As part of our commitment to offer everyone the opportunity to remain in their community we'll offer a Shared Equity scheme for a new flat on a like-for-like basis i.e. the same number of bedrooms as your current home. The current market value of your home will be converted into a percentage of your new home.

This means that if you're a current homeowner of a one bedroom home currently worth £300,000, we'll offer you a new one bedroom home. This new home may be worth £400,000. You would own 82.5% of the new home and RHP will own 17.5% (Example on the following page). **You would not be expected to pay rent or interest on RHP's share.**

You would be expected to put in your home-loss payment (10% of market value) towards the equity share you purchase.

We've drawn up an example of how this would work below:

Example 2:

Current home value:	£300,000
Plus home-loss of 10%:	£30,000
Your total contribution:	£330,000
New home value:	£400,000

Your contribution from previous home + home-loss (£330,000) = 82.5% (your share of the equity) The remaining £70,000 = 17.5% (RHP's share of the equity)

There will be no rent payable on RHP's Shared Equity element.



What if I want to purchase a bigger share?

If you're an owner occupier you can purchase the remaining equity at the time of the regeneration project or later if your circumstances allow.

What if I can't arrange a new mortgage that matches my existing one?

We understand that some homeowners will find it difficult to obtain a new mortgage, even for their current amount, due to a change in their financial circumstances and the new stricter lending requirements. To help in these situations, we can help you in one of the following ways:

i. A lower equity share.

We will offer you a reduced share of equity equivalent to your maximum financial capacity of:

Existing equity, plus achievable mortgage, plus home-loss payment.
We've drawn up some examples below of how this could work:

Example 3:

If Current Home value = £300,000

Current outstanding mortgage = £100,000

Your equity = £200,000

Current value of your home = £300,000

If New Home = £400,000

You will contribute:

£200,000 equity from your current home.

£30,000 home loss payment (10% of £300,000).

£25,000 mortgage (if this is the new maximum borrowing capacity)

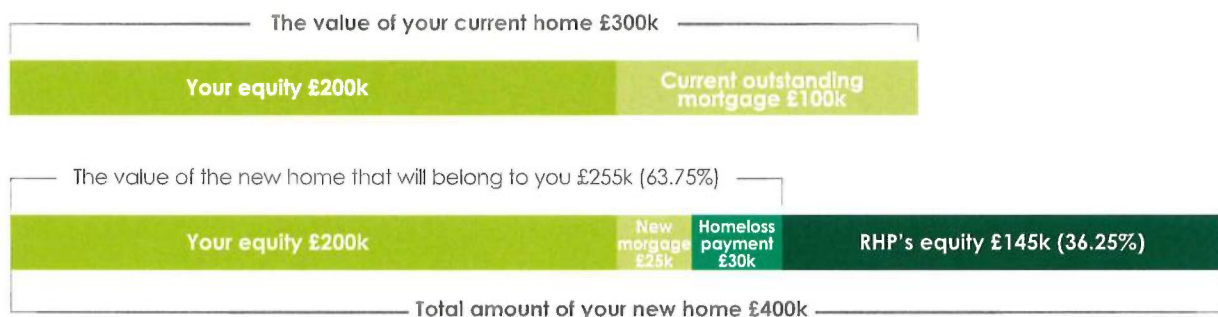
Total contribution from home owner = £255,000

Your shared equity = 63.75%

RHP's equity share = £145,000

Shared Equity from RHP = 36.25%

There will be no rent payable on the Shared Equity element.



ii. Buy your home from you and offer a new affordable rent tenancy.

In the event that you cannot afford to live in a lower shared equity home we could offer to buy your existing home and offer a new home that is let at affordable rent levels.

What if I want to buy a bigger home?

You can buy a bigger home at full market value.

Our offer for non-resident Homeowners

A non-resident homeowner is an individual who owns an RHP property but does not live there and rents it out to their own tenants.

Will I be entitled to compensation?

If you're a non-resident landlord, you're entitled to a home-loss payment. Current regulations state this to be 7.5% of market value RHP will increase this to 10%.

We've drawn up an example of how this would work below:

Example 4: Non-resident Homeowner

Home is valued at	£300,000
Plus 10% Home-loss payment	£30,000
Total amount	£330,000

This is a higher amount than the amount granted for a Compulsory Purchase Order.

Value of your current home £300k

Homeless payment
£30k

Total value £330k

Will I be offered a new home?

Current regulations state that non-resident homeowners can buy a new home at full market value. RHP have decided to also offer a shared equity arrangement on a like for like basis (see example).

Example 5:

Current home value:	£300,000
Plus home-loss of 10%:	£30,000
Your total contribution:	£330,000
New home value:	£400,000

Your contribution from previous home + home-loss (£330,000) = 82.5% (your share of the equity)

The remaining £70,000 = 17.5% (RHP's share of the equity)

There will be no rent payable on RHP's Shared Equity element.

The value of the new home that will belong to you £330k (82.5%)

Value of your current home £300k

Homeless payment
£30k

RHP's equity
£70k (17.5%)

Total value of your new home £400k

What should I do about my tenants?

If you let out your property or have anyone else living in it, you'll be responsible for serving any tenancy or any other legal notices to make the property available for redevelopment. RHP has no responsibility to re-house or compensate people living in existing homes belonging to a non-resident homeowner. Your tenants can contact London Borough of Richmond for advice on re-housing.

If you'd like to know more about this offer or have any questions please contact customer.services@rhp.org.uk.

Further information

If you'd like any further information, you may find the following sites useful:

Information on London Housing Design Standards:

www.london.gov.uk

Royal Institute of chartered Surveyors:

www.rics.org/uk

Information on Compulsory Purchase Orders:

www.gov.uk

Citizens Advice:

www.citizensadvice.org.uk/housing

Information on home-loss payments:

www.legislation.gov.uk

8 Waldegrave Road
Teddington
Middlesex
TW11 8GT
www.rhp.org.uk

A Charitable Industrial &
Provident Society
Registered number:
30939R



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Customer Service





Ham Close: Tenant FAQs

What is the timeline for the proposed redevelopment?

A planning application is expected to be made in spring 2018 with the development unlikely to start on site before spring 2019.

How much profit will RHP and LBRuT make from this redevelopment?

RHP is a not-for-profit organisation. Viability indications show that the scheme won't generate any profit and will require subsidy to be delivered.

Am I guaranteed a home in the new development?

We're committed to keeping the community together and will offer all existing customers a home on the new development.

I need more information on the build /construction quality.

New homes will be built in accordance with the design and construction standards in place at the time the development is built. These are currently in the London Housing Design Guide and offer a substantial improvement on current homes.

Where will I live during the build? I need to stay in Ham Close.

The current plan is to build the first (phase 1) new homes on land that does not require the demolition of existing flats, providing new homes for the residents of the scheme's phase 2. Each phase would provide replacement homes for tenants in the next demolition phase who had confirmed they wish to remain on Ham Close. You can take a look at the current phasing plan in the autumn 2016 Consultation booklet you were sent. You can find a copy of this at www.hamclose.co.uk.

I live in a studio flat. Will you guarantee me a one bedroom flat at Ham Close?

Tenants currently living in a studio flat will be able to upgrade to a one bedroom flat if they choose to do so.

Am I entitled to compensation?

All tenants will receive a home-loss payment of £5,800 per household (as of 1st October 2016). You'll be entitled to this payment if you've lived in your home as your main residence for at least one year prior to the date of having to move. Joint tenants will qualify for one home-loss payment which can be divided between them.

Will my rent go up?

As you will be living in a newly built, modern flat the rent on your home will increase. However you will remain on the same rent structure as your current tenancy. We'll shortly be issuing a guide comparing current rents on Ham Close with proposed rents for the new properties.

Will Housing Benefit still cover the new rent?

The new rents will still be within Housing Benefit limits.

Will I still have the Right To Buy in the new home?

You will have the same tenancy rights as you currently have.

My current flat is a good size. Will the new flats be the same size?

All the flats will be built to the construction standards at the time of the building work taking place. You can take a look at indicative flat layouts and sizes in the autumn 2016 Consultation booklet you were sent. You can find a copy of this at www.hamclose.co.uk.

I am overcrowded. Will I get a bigger home?

We will soon be carrying out assessments of all RHP tenanted households to ensure we provide the types and sizes of new properties that our tenants need.

I am under-occupying. Will I be made to move to a smaller home?

We'll offer an incentive scheme to assist under-occupiers to move into a smaller home.

If I have rent arrears, will I still get a new home?

We expect customers to continue to pay their rent and commit to any repayment plan agreed with RHP. Any remaining arrears at the time of a move would be deducted from any Home loss payment.

Are white goods included in the new homes?

White goods are not included within our tenancies.

Can I choose carpet colours?

There'll be some customer choices available. The exact extent of these has yet to be agreed.

Can I choose which flat I move into?

Flats will be allocated to meet customers' housing needs, and then on a first come first served basis.

What are the criteria for choosing who gets which flat?

The criteria will be based on housing needs (i.e. number of bedrooms required) and any other requirements (e.g. needing an adapted home or one on the ground floor).

How good will the sound proofing be?

The sound proofing will meet the current building regulations that stand at the time the development is built, these are significantly better than those in place at the time of the construction of the existing homes.

Will there be individual or communal boilers?

We're not able to confirm this at the moment as it'll be decided as part of the detailed design process.

Will there be a clothes drying area?

We're not able to confirm this at the moment as it'll be decided as part of the detailed design process.

Will any external storage be available in the new development to store motorbikes, mobility scooters and prams?

We're not able to confirm this at the moment as it'll be decided as part of the detailed design process.

Will garages be provided in the redevelopment?

There is no intention to provide separate garages within the proposed redevelopment. The current proposed scheme provides basement level parking, podium parking at ground level and some street level parking. The basement and podium car parks would be secure.

Will residents be compensated if they lose garage space?

No. Garages do not form part of residents' tenancies or leases, so there'll be no compensation.

Will all residents on Ham have free parking?

There are currently no plans to charge specifically for parking.

Ham Close regeneration

Homeowner FAQs | Last update: July 2017



This is the latest set of homeowner specific FAQs relating to the Ham Close regeneration. We've included the source of the question so you can see if it's been updated from our previous answers or is a new FAQ. You can keep up to date with all the latest information at www.hamclose.co.uk and if you have a question that isn't covered you can email hamclose@rhp.org.uk.

For ease the questions have been divided into categories.

General

1. Will RHP arrange a homeowner event?

(Source: Stakeholder Reference Group)

Yes, we intend to hold an event in September 2017. We want to ensure the event provides meaningful information and addresses homeowner concerns. The details of the event and the agenda will be issued by the end of August and publicised on the Ham Close website and in our dedicated newsletters.

2. What is the timeline for the proposed redevelopment?

(Source: update to previous FAQ)

A planning application will be made in summer 2018 and we intend to start on site in summer 2019.

3. Can you confirm the timescales of the redevelopment?

(Source: update to previous FAQ)

We're currently aiming for a start on site in summer 2019 and completion by the end of 2024.

4. How long will each phase take?

(Source: update to previous FAQ)

There are currently three phases which will take approximately 18 months each. We will have greater clarity on this once planning permission is approved in summer 2018.

5. How much profit will RHP/LBRuT make from this redevelopment?

(Source: update to previous FAQ)

None. RHP and LBRuT are not-for-profit organisations. This project will require funding and subsidy and will not generate any surplus.

6. Will there be new shops/amenities?

(Source: update previous FAQ)

The shops on the corner of Ashburnham Road are currently outside the 'red line' of the regeneration. We are working with Richmond Council to enhance the current amenities.

7. Will there be extra pressure on local services? (e.g. NHS/ schools)

(Source: update to previous FAQ)

We recognise that with the increased number of homes there maybe pressure on local facilities. Additional funding for these will be provided through the Section 106 process where deemed necessary.

8. Will there be car charging, zip cars and 'brompton bike' facilities?

(Source: homeowner drop-in)

We're looking into the possibility of this and will keep you updated.

9. What will happen if the planning for building on the school land is rejected? Will all the units still be constructed in a smaller area?

(Source: homeowner drop-in)

We're confident consent for building on the school playing field will be granted.

10. When is the development going to happen? As I want to know if it's worth doing any extra work to my property e.g. new carpets.

(Source: update to previous FAQ)

We're currently aiming for a start on site in summer 2019 and completion by the end of 2024.

11. How much parking will there be for customers and will this be allocated?

(Source: homeowner drop-in)

Parking will be negotiated in line with planning requirements. A detailed parking strategy will be worked up as part of the management plan for the estate in due course.

12. Will there be bike sheds?

(Source: homeowner drop-in)

Secure bike storage will be provided in line with planning requirements.

Customer offer

13. Who does the customer offer apply to?

(Source: homeowner drop-in)

The customer offer applies to RHP tenants and homeowners on the estate at the time the original offer was made.

14. What is a CPO?

(Source: update to previous FAQ)

A CPO is a Compulsory Purchase Order. CPOs can be made as a method of last resort to acquire property required for schemes deemed to be in the public's interests and are only effective when confirmed by the Secretary of State following a prescribed process. There is currently no CPO for Ham Close and RHP would try to acquire any property required for the Ham Close regeneration scheme by agreement with the owner.

15. What if I don't agree with the Customer Offer? Can I refuse?

(Source: update to previous FAQ)

Yes you can refuse the customer offer. If we are unable to negotiate with you to buy your home then it is likely that your property would be acquired at a future date through the Compulsory Purchase Order process.

16. Will RHP offer homeowners access to an Independent Advisor to ensure the process and offer is fair?

(Source: update to previous FAQ)

Yes, RHP will provide an independent value advisor who is RICS registered. We'll also introduce you to an Independent Financial Advisor at the homeowner event in September.

17. Can I have my home valued now, to give me an idea of price?

(Source: update to previous FAQ)

Yes. A local estate agent or Rightmove/Zoopla will give you an idea of the value of your home. If you wish to commit to selling to RHP we'll pay for a formal valuation.

18. Will you buy my home now?

(Source: homeowner drop-in)

RHP is willing to purchase any home on Ham Close at this time. If you would like to discuss this further please contact hamclose@rhp.org.uk.

19. Are there other ways to agree market values? Is there a structure to the values (e.g. central heating worth £x etc)

(Source: update to previous FAQ)

The valuations will be undertaken in accordance with RICS Red Book standards. This is an Open Market Value (OMV) in a 'no scheme world', i.e. without taking into account any adjustment to value on basis of redevelopment. OMV takes into account improvements and condition of individual properties based on inspection.

20. What is the process if the two RICS surveyors don't agree?

(Source: update to previous FAQ)

RHP is seeking to buy properties by negotiation and agreement. We'll approach you to buy your home with a price supported by a proper valuation from a qualified RICS surveyor. If you disagree with that price then you can appoint your own qualified surveyor to advise you and to

provide a price and we'll meet the reasonable costs of this. We'll review what your surveyor says and if we cannot agree a price, but you have agreed you are willing in principle to sell, we would jointly appoint a third survey at RHP's cost to propose a final price taking account of the earlier two valuations.

21. Is the current offer below government guidelines?

(Source: update to previous FAQ)

The current offer meets, and in some areas exceeds, the statutory compensation guidelines.

22. Why can I not be given the difference in values, as Merton Priory offered their homeowners?

(Source: update to previous FAQ)

In making these offers to homeowners we bear in mind what they would receive if a Compulsory Purchase Order was in place as well as trying to make an offer that is fair to homeowners and tenants.

23. I've been told I cannot get a mortgage if there are less than 25% homeowners in the block. Is this true?

(Source: update to previous FAQ)

No. Many high street lenders (i.e. banks and building societies) offer mortgages for residents buying within council or housing association owned blocks of flats and there are many examples of blocks with less than 25% homeowners. We suggest in the first instance if homeowners have concerns that they raise this query with their current mortgage provider.

24. What costs are included in disbursements?

(Source: update to previous FAQ)

In addition to the home loss payment you'll be entitled to claim for certain reasonable costs associated with moving home, selling your existing property to RHP and purchasing a new home. Costs can include but are not restricted to: removal expenses, legal fees arising from the sale of your property and the acquisition of a replacement property, surveyors fees arising from the acquisition of a replacement property, re-direction of mail, alterations to furnishings e.g. curtains, disconnection and re-connection of services and appliances, moveable fixtures and fittings, special adaptations assessed as required in the new property and Stamp Duty.

25. When selling our current homes, are we able to use an estate agent to value our property rather than a RICS surveyor?

(Source: homeowner drop-in)

You can use an estate agent to give you an idea of the value of your property, however an estate agent indication of value is not a formal valuation.

26. When will current homes be valued? At the start of the project or at each phase?

(Source: homeowner drop-in)

We've not agreed this yet. We'll ensure a fair and transparent process regarding the valuation of new and existing homes.

27. What happens if a homeowner wants to sell on the open market?

(Source: homeowner drop-in)

RHP is willing to purchase any homes on Ham Close at this time. If you would like to discuss this further, please contact hamclose@rhp.org.uk.

28. If RHP come to buy the leaseholder's home through the normal process (or CPO process), will RHP remove any of the compensation in the Customer offer (i.e. disbursements, market value & 10% home loss payment), or is it guaranteed to be the same?

(Source: update to previous FAQ)

If we are able to buy your home by agreement, we'll pay market price for your property. If you choose to wait until the full Customer Offer (FCO) applies, you will receive the additional, agreed benefits. In the event that we need to acquire your home via the CPO process, you'll be offered the statutory terms and less benefits.

29. How are we getting 'like for like' as we'll no longer own 100% of our home?

(Source: homeowner drop-in)

In previous correspondence, the term 'like for like' was used to mean that you would be offered a property with the same number of bedrooms as you have now. We are honouring this commitment.

30. What are the Capital Gains Tax implications for selling? Can these be 'rolled over'?

(Source: update to previous FAQ)

RHP's understanding is that rollover relief is only possible where there is a CPO.

31. Will RHP cover the capital gains tax cost?

(Source: homeowner drop-in)

No

Non-resident landlords

32. What happens to my tenants during regeneration?

(Source: update to previous FAQ)

If you sell to us, it is likely that this will be with vacant possession and that means you'll be responsible for ending the tenancy of your tenant(s) to ensure your property is empty. If you accept the offer of a shared equity property and you currently sublet your property on Ham Close you will be able to rent out the new property in a similar way.

33. If I cannot let out my home during construction, will I be compensated?

(Source: homeowner drop-in)

No. There is no requirement for compensation to be paid to owners or occupiers of properties that neighbour construction works.

Shared equity

34. What is Shared Equity?

(Source: update to previous FAQ)

Shared Equity is where you own a portion of the new home equating to the value of your current home. Our Shared Equity offer means you will not pay rent on the unsold equity.

35. Can I downsize and own a bigger equity/whole property?

(Source: update to previous FAQ)

If a smaller property meets your needs you could downsize and own more equity or the whole property.

36. Can homeowners be offered shared equity if they wanted to upsize?

(Source: homeowner drop-in)

Owner occupiers will have the opportunity to purchase a larger home if they are prepared to pay the value difference between the replacement (like for like) home and the larger new home.

37. Can homeowners pass on their equity share (e.g. as part of inheritance)?

(Source: update to previous FAQ)

Yes, depending on the circumstances. Should the resident homeowner pass away, then in certain circumstances, dependent close relatives living in the property may be permitted to inherit the shared equity offer, particularly where the dependent person might otherwise be made homeless. Resident owners will be expected to apply to RHP and name potential successors in advance. If the shared equity offer was not transferred then whoever inherits your flat would benefit from your share of the equity and would be able to choose to purchase RHP's share and stay in the flat or to sell the flat and take their share. The is available to owner occupiers only.

38. What guarantees are there for Shared Equity if RHP go into liquidation/sell or change their minds? Can rent then be charged on equity?

(Source: update to previous FAQ)

RHP is a registered provider and no registered provider has ever gone into liquidation. The homeowner offer is for current homeowners and this will be a legally binding agreement between RHP and the individual homeowners of Ham Close. This agreement could then only be varied in the future by another legal process which was agreed between RHP (or successor body) and the individual homeowners of Ham Close.

39. Can I rent out my shared equity property?

(Source: update to previous FAQ)

Yes. If you currently sublet your property on Ham Close you will be able to rent out the new property in a similar way.

40. What rights will I have/ lose as a Shared Equity home?

(Source: update to previous FAQ)

You'll be able to sell, sublet and leave your flat to someone when you die as you can now - except that if you have taken a shared equity lease, the benefit of the share that RHP retains can only be passed down in certain circumstances but the value of the equity would be not lost.

41. What if there is negative equity? Do I have to pay RHP back the full initial sum?

(Source: update to previous FAQ)

No. Any increase or decrease in value that may have occurred during your ownership of the property would be shared between you and RHP according to the proportion of equity owned by each party. So if you own 75% of the property you would get 75% of the value at the time of the sale - so if the value has decreased the value of your share will also have decreased.

42. I have heard that shared equity mortgages are hard to get and at a higher interest rate. Is this true?

(Source: update to previous FAQ)

We don't believe this is the case. Most high street lenders (i.e. banks, building societies) will offer mortgages for shared ownership and shared equity, though they tend to be less widely publicised. Further information is available at www.sharetobuy.com/shared-ownership-mortgages.

43. Can I swap a second WC for a level access shower?

(Source: update to previous FAQ)

Where a disability requires adaptations, we can discuss this on an individual basis.

44. Could I buy at a discount if I only wanted a shell (e.g. no fitted kitchen etc)?

(Source: update to previous FAQ)

No. Properties will be sold completed with kitchens and bathrooms.

45. Can I apply in the future for an Equity Release scheme?

(Source: update to previous FAQ)

Yes, subject to the terms of your deal.

46. How do the legalities change with RHP owning a share of the new property?

(Source: update to previous FAQ)

RHP will prepare a document detailing implications of owning a shared equity property for the homeowner event in September.

47. Are buy-to-let mortgages available on a shared equity basis?

(Source: update to previous FAQ)

This is a matter for individual landlords to query with their mortgage provider.

New homes

48. What is the criteria for choosing who gets which flat?

(Source: update to previous FAQ)

New properties would be available for purchase on a shared equity basis in advance of their completion - i.e. 'off-plan', in line with the phasing. This would mean that new homes would be released for purchase only to those existing homeowners in the following scheme phase. Properties would be allocated in a similar way as if they were being bought on the open market. Therefore it would be for homeowners to apply for the home that they wished to buy on the property's release and the properties would be sold on a first-come-first served basis in accordance with the allocated property type (e.g. one, two or three bedroom). However, unlike buying on the open market, RHP would ensure that every homeowner who had chosen the option of a replacement property on the development would be able to purchase one, either by outright sale or shared equity as appropriate. Each phase would provide replacement properties for the homeowners in the next demolition phase who had confirmed they wish to remain on Ham Close rather than sell their property to RHP and move away.

49. Will the homes being sold on the open market be built to a different/ better specification than the regenerated homes?

(Source: update to previous FAQ)

No. Specification of the new homes will vary across the estate dependent upon the value of the home.

50. Can I stay on the same part of Ham Close as I am now? Even if this means a double move?

(Source: update to previous FAQ)

We'll look at cases of this type on a case by case basis. If you wish to retain your current location on the estate, and chose to private rent for the interim build period, this may be possible.

51. Will homeowners have a choice of kitchen units / carpets / colour schemes?

(Source: update to previous FAQ)

Homeowners will be able to choose kitchen units/flooring/ colour schemes within a range.

52. What are the bathroom and kitchen specs for homeowners?

(Source: update to previous FAQ)

New homes will be built to meet or exceed the prevailing construction standards at the time of the build.

53. I need more information on the build / construction quality

(Source: update to previous FAQ)

New homes will be built to meet or exceed the prevailing construction standards at the time of the build.

54. What will be the ground rent costs and rough estimate of service charges?

(Source: update to previous FAQ)

We're not sure at the moment. We hope to be able to advise this in summer 2018 once planning is submitted. The project is still in its early stages and there is no detailed scheme design yet on which to calculate service charges. The design will be subject to engagement and consultation throughout its development and the intention will be to minimise service charge costs for replacement homes for existing homeowners.

55. Will the Ground Rent increase?

(Source: homeowner drop-in)

Yes the ground rent is likely to increase, however these will be to fair levels. RHP is not seeking an investment return on these. The project is still in its early stages and there is no detailed scheme design yet on which to calculate service charges. The design will be subject to engagement and consultation throughout its development and the intention will be to minimise service charge costs for replacement homes for existing homeowners.

56. Will there be a sinking fund for homeowners?

(Source: update to previous FAQ)

This has not yet been decided.

57. Who would be eligible to buy properties for sale?

(Source: update to previous FAQ)

Initial marketing will be to local buyers.

58. How will new homes be valued? What if homeowners disagree with the purchase price of the new home?

(Source: update to previous FAQ)

All valuations will be carried out by RICS accredited value advisors. RHP will agree these prices with homeowners wishing to purchase the properties and will need to ensure that the prices charged are those which would be achieved if sold on the open market.

59. Will the new homes be energy efficient?

(Source: update to previous FAQ)

Yes. They will meet or exceed the prevailing standards for energy efficiency at the time of construction.

60. Will the houses being sold on the open market be built to a different/ better specification than the regenerated homes?

(Source: update to previous FAQ)

No. Specification of the new homes will vary across the estate dependent upon the value of the home.

61. How is market value agreed at re-sale?

(Source: homeowner drop-in)

This would be subject to RICS red book valuations.

62. What if I need to sell quickly for less than market value? How will RHP respond?

(Source: homeowner drop-in)

RHP would expect to receive market value for its share of the equity. You can choose to sell your share of the equity at less than market value.

63. Can current homeowners sell their home and buy a market sale home?

(Source: update to previous FAQ)

Yes.

64. Will current homeowners be given priority with new market sale homes?

(Source: update to previous FAQ)

We intend to market the new sale homes for local purchases exclusively for an interim period.

Appendix 11

Not Used

Appendix 12
Overage Worked Example

Ham Close

Collaboration Agreement - Overage share worked example

Overage Share $A = B \times C$

A is overage share

B is Council Percentage

C is available profit share

Council Percentage $A = (B)/(C+B) \times 100$

A is Council Percentage

B is Council's Tangible Investment

C is RHP Tangible Investment

Council Tangible Investment

Assume

Grant	Grant paid towards the scheme	£3,000,000
Any other contribution		£0

Current lower end of range asked for, though exact amount if required to be confirmed

DCA value	Amount Council would have received under DCA - amount available under the TDA calculations	£11,131,008
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Assume Partner offers payment of £25m to buy into the deal (higher than current EUVSH). Under DCA, 'gross proceeds of sale' go to TDA (see example to right), and Council have access to/power to direct half of that amount.

Forecast EUVSH on completed scheme is c£37m, plus freehold and public realm, DCA would apply to this again until 2030

Total		£14,131,008
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RHP Tangible Investment

EUVSH less Council's DCA	RHP share of TDA income	£0 removed as RHP receive any and all of land receipt
Leaseholder buyback and CPO costs	Cost of acquiring leasehold homes to offer vacant possession of site	£19,100,000 modelled costs, exact to be confirmed
Costs and expenditure to date	Project costs to date	£1,500,000
Net cost of Aff Hsng	Cost of acquiring from Devt Partner, less GLA grant	£37,000,000 assumes £50m acquisition and £13m GLA grant
NPV loss from setting rents lower than GLA levels	Assumes residents pay same rent as now	£500,000 assumption
Any other contribution		£0.00
Total RHP Tangible Investment		£58,100,000

assumed value	£25,000,000
DCA allocated price	£8,335
RPI	1.711
No of homes	192
Cost of sale	£0
Deduction from value to reach 'gross proceeds of sale'	£2,737,983
Gross proceeds of sale	£22,262,017

So Council Percentage **19.56%**

Assume available profit share **£2,000,000**

This figure is entirely unknown, and bidders have different ideas on how to calculate, so difficult to assume any £. This is lower than land receipt. Higher land receipt up front is better for RHP as guaranteed, rather than low land value and higher overage as this is riskier.

Overage share to Council **£391,273**